

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
ENTERTAINMENT MEDIA TRUST,	)	MB Docket No. 19-156
DENNIS J. WATKINS, TRUSTEE	)	
	)	
Applications to Renew License:	)	
	)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BR-20120709ACP
	)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BR-20120709AC0
	)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BR-20120921AAW
	)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BR-20120921ABA
	)	
Application for Consent to Assignment of	)	
Licenses:	)	
	)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BAL-20160919ADH
	)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BAL-20160919ADI
	)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BAL-20160919ADJ
	)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BAL-0160919ADK
	)	
Application for Permit to Construct New Station:	)	
	)	
W275CS, Highland, Illinois	)	Facility ID No. 200438
	)	File Nos. BNPFT-
	)	20170726AEF and BNPFT-
	)	20180314AAO
	)	

**REQUEST FOR ADMISSIONS**

Applicant, Entertainment Media Trust, Dennis J. Watkins, Trustee ("EMT"), by

and through counsel, hereby requests the Enforcement Bureau and/or Media Bureau, Federal Communications Commission (“FCC” or “Commission”), pursuant to 47 CFR §1.246, admit the truth of the following matters and the genuineness of the documents described herein as follows:

1. The document included as Attachment A hereto is a true, complete and correct copy of a series of email communications between (a) members of the Media Bureau staff and (b) Anthony Lepore, counsel for EMT, relative to the Application for Consent to the Assignment of Broadcast Station License for Facility ID #5281, File No. BAL-20090925ABD.
2. The document included as Attachment B hereto is a true, complete and correct copy of the Application for Consent to the Assignment of Broadcast Station License, and the exhibits thereto, for Facility ID #5281, File No. BAL-20090925ABD filed with the Commission via the Consolidated Licensing Database System (“CDBS”) as of November 5, 2009, the date on which the application was last amended.
3. The Commission granted consent without material conditions to the assignment of the KQQZ, Facility ID #5281, license to EMT on November 16, 2009, as reflected in the document included as Attachment C.
4. The document included as Attachment D hereto is a true, complete and correct copy of a series of e-mail communications, dated November 4-17, 2009, between (a) members of the Media Bureau staff and (b) Mr. Lepore relative to the Application for Consent to the Assignment of Broadcast Station License for Facility ID# 72815, File No. BAL-20091103ABM.

5. The document included as Attachment E hereto is a true, complete and correct copy of the Application for Consent to the Assignment of Broadcast Station License, and the exhibits thereto, for Facility ID# 72815, File No. BAL-20091103ABM, filed with the FCC via CDBS as of December 29, 2009, the date on which the application was last amended.
6. The Commission granted consent without material conditions to the assignment of the KFTK (formerly WFFX and WQQX), Facility ID #5281, license to EMT on January 6, 2010, as reflected in the document included as Attachment F.
7. The document included at Attachment G is a true, complete and correct copy of the Enforcement Bureau's Notice of Apparent Liability for Forfeiture, File No. EB-10-KC-0020, released May 19, 2011, directed to EMT for Facility ID#s 5281 and 72391.
8. The document included at Attachment H is a true, complete and correct copy of the Enforcement Bureau's Notice of Apparent Liability for Forfeiture, File No. EB-10-CG-0080, released May 19, 2011, directed to EMT for Facility ID#s 72815 and 90598.
9. The document included at Attachment I is a true, complete and correct copy of the Request for Reduction of the Proposed Forfeiture filed by EMT on June 13, 2011, in reference to File No. EB-10-KC-0020 for Facility ID#s 5281 and 72391.
10. The document included at Attachment J is a true, complete and correct copy of the Request for Reduction of the Proposed Forfeiture filed by EMT on June 13, 2011, in reference to File No. EB-10-CG-0080 for Facility ID#s 72815 and 90598.

11. The documents included at Attachment K are true, complete and correct copies of email correspondence between Diane Law-Hsu, Esq. of the then South-Central Region of the Enforcement Bureau and Mr. Lepore on June 20-21, 2011, in connection with the Requests for Reduction of Forfeiture referenced in Paragraphs 9 and 10 above.
12. The documents included in Attachment L are true, complete and correct copies of documents furnished by EMT, through counsel, to Ms. Law-Hsu by mail on July 8, 2011, in connection with the Requests for Reduction of Forfeiture referenced in Paragraphs 9 and 10 above.
13. The document included in Attachment M is a true, complete and correct copy of the Enforcement Bureau Forfeiture Order, released March 7, 2013 (DA 13-355) in reference to EB-10-KC-0020.
14. The document included in Attachment N is a true, complete and correct copy of the Enforcement Bureau Forfeiture Order released March 24, 2014 (DA 14-392) in reference to EB-10-CG-0080.

RESPECTFULLY SUBMITTED,

\_\_\_\_\_/s/\_\_\_\_\_  
Davina Sashkin, Esq.  
Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209  
(703) 812-0458  
sashkin@fhhlaw.com

\_\_\_\_\_/s/\_\_\_\_\_  
Anthony Lepore, Esq.  
Radiotvlaw Associates, LLC  
4101 Albemarle Street NW #324  
Washington, DC 20016-2151

## CERTIFICATE OF SERVICE

I, Seth Williams, hereby certify that on this 16th day of July, 2019, a copy of the foregoing Request for Admissions was served by email on the following:

Jeffrey Gee, Esq.  
Chief, Investigations & Hearings Division  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov)

Pamela Kane, Esq.  
Investigations & Hearings Division  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[Pamela.Kane@fcc.gov](mailto:Pamela.Kane@fcc.gov)

Howard M. Liberman, Esq.  
Wilkinson Barker Knauer  
1800 M Street, N.W., Suite 800N  
Washington, DC 20036  
[HLiberman@wbklaw.com](mailto:HLiberman@wbklaw.com)

Courtesy copies of the foregoing were also provided by email to the following:

The Honorable Jane Hinkley Halprin  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[Jane.Halprin@fcc.gov](mailto:Jane.Halprin@fcc.gov)

John B. Adams  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[JohnB.Adams@fcc.gov](mailto:JohnB.Adams@fcc.gov)



Seth Williams

**REDACTED FOR PUBLIC INSPECTION**

## **Attachment A**

**REDACTED FOR PUBLIC INSPECTION**

**From:** Anthony T. Lepore, Esq. <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>  
**To:** "[Annette.Smith@fcc.gov](mailto:Annette.Smith@fcc.gov)" <[Annette.Smith@fcc.gov](mailto:Annette.Smith@fcc.gov)>  
**Sent:** Tuesday, November 17, 2009, 8:38:20 AM EST  
**Subject:** RE: KRFT, University City, MO - Form 314

Hi Annette - just checking on BAL-20090925ABD as I recall you said it probably would be granted on 11/16 and I didn't see anything yesterday. Just let me know projected status when you can.

Thanks in advance.

Anthony T. Lepore, Esq., P.A.  
P.O. Box 823662  
South Florida, FL 33082-3662  
954.433.2126 (Tel)  
954.436.6288 (Fax)  
202.470.0829 (DC Office) [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

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--- On **Thu, 11/5/09**, **Annette Smith** <[Annette.Smith@fcc.gov](mailto:Annette.Smith@fcc.gov)> wrote:

From: Annette Smith <[Annette.Smith@fcc.gov](mailto:Annette.Smith@fcc.gov)>  
Subject: RE: KRFT, University City, MO - Form 314  
To: [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
Cc: "Taft Snowden" <[Taft.Snowdon@fcc.gov](mailto:Taft.Snowdon@fcc.gov)>  
Date: Thursday, November 5, 2009, 5:08 PM

Mr. Lepore:

Per our conversation, further amend the application to state that "Mr. Romanik's addition does not change any other information in the application." In addition, add Mr. Romanik to the ownership table using the assignee's address.

*Annette Smith*

*Communications Analyst*

*Federal Communications Commission*

*445 12th Street, SW*

# REDACTED FOR PUBLIC INSPECTION

*Washington, DC*

*(202) 418-2763*

---

**From:** Anthony T. Lepore, Esq. [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Thursday, November 05, 2009 10:32 AM  
**To:** Annette Smith  
**Subject:** RE: KRFT, University City, MO - Form 314

Annette - I've uploaded the admittedly brief Trust Document for Entertainment Media Trust (attached also) - I've been told that in an Illinois Trust, under Illinois law, the trustee has statutory powers that need not be enumerated in the document, including as set forth below; I've indicated in the amendment that Mr. Watkins is the trustee and the sole beneficiary is Stephen Romanik II, and that he has no other media interests other than as beneficiary of the Trust. Do you require any additional information regarding Mr. Romanik? As I noted before, he is an Illinois police officer and would prefer not to have information regarding his address available in the public domain for personal safety reasons. I will have the assignor file the amendment after I hear back from you.

Anthony

The following from Illinois' statutes:

## TRUSTS AND FIDUCIARIES (760 ILCS 5/) Trusts and Trustees Act.

(760 ILCS 5/1) (from Ch. 17, par. 1651)  
Sec. 1. Title. This Act shall be known and may be cited as the Trusts and Trustees Act.  
(Source: P. A. 78-625.)  
...  
Sec. 4. Powers of Trustee. The trustee has the powers specified in the Sections following this Section and preceding Section 5.  
(Source: P.A. 95-605, eff. 6-1-08.)

(760 ILCS 5/4.01) (from Ch. 17, par. 1655)  
Sec. 4.01. To sell, contract to sell and grant options to purchase any part or all of the trust estate at public or private sale, for cash or on credit, and to exchange any part



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or all of the trust estate for other property.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.02) (from Ch. 17, par. 1656)

Sec. 4.02. To enter into leases for any period of time, though extending beyond the termination of the trust.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.03) (from Ch. 17, par. 1657)

Sec. 4.03. To borrow money and to mortgage, pledge or otherwise encumber any part or all of the trust estate.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.04) (from Ch. 17, par. 1658)

Sec. 4.04. To grant easements, subdivide, improve, give consents and enter into contracts relating to real estate or its use and to dedicate any interest in real estate.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.05) (from Ch. 17, par. 1659)

Sec. 4.05. To designate or appoint a trustee to act in any other jurisdiction as sole trustee or co-trustee of any part or all of the trust estate located in such other jurisdiction; to confer upon the appointed trustee any or all of the rights, powers and duties of the appointing trustee; and to remove the appointed trustee.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.06) (from Ch. 17, par. 1660)

Sec. 4.06. To enter into agreements for bank or other deposit accounts, safe deposit boxes, custodian, agency or depositary arrangements for all or any part of the trust estate, including agreements for such services provided by a bank operated by or affiliated with the trustee, and to pay reasonable compensation for those services, including compensation to the bank operated by or affiliated with the trustee, except that nothing in this Section shall be construed as removing any depositary arrangements from the requirements of the prudent person rule.  
(Source: P.A. 85-1211; 86-1475.)

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(760 ILCS 5/4.07) (from Ch. 17, par. 1661)

Sec. 4.07. (a) To exercise all the rights and powers of an individual owner with respect to shares of stock, bonds or other securities in the trust estate, including, but not by way of limitation, voting, giving proxies, participating in voting trusts, mergers, consolidations, foreclosures, reorganizations or liquidations, and exercising or selling subscription or conversion rights;

(b) If the provisions of the trust instrument direct that the trust estate be invested in obligations issued or guaranteed by the United States or any instrumentality or agency thereof, the trustee, if he does not make such investment directly, may invest the trust estate in interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States hereinabove described and to agreements to repurchase such obligations, which agreements, with respect to principal and interest, are at least 100% collateralized by such obligations marked to market on a daily basis, if the investment company or investment trust takes delivery of such obligations either directly or through an independent custodian designated in accordance with the Investment Company Act of 1940, as from time to time amended. Nothing in this subsection (b) shall be construed as removing any such investment from the requirements of the prudent man rule.

(Source: P.A. 84-541.)

(760 ILCS 5/4.08) (from Ch. 17, par. 1662)

Sec. 4.08. To pay taxes and reasonable expenses incurred in administering the trust estate.

(Source: P.A. 86-1475.)

(760 ILCS 5/4.09) (from Ch. 17, par. 1663)

Sec. 4.09. To appoint attorneys, auditors, financial advisers and other agents and to pay reasonable compensation to such appointees. If the trustee uses reasonable care, skill, and caution in the selection of the agent, the trustee may rely upon the advice or recommendation of the agent without further investigation and, except as may otherwise be provided in subsection (b) of Section 5.1 with respect to investment agents, shall have no responsibility for actions taken or omitted upon the advice or recommendation of the agent.

(Source: P.A. 89-344, eff. 1-1-96.)

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(760 ILCS 5/4.10) (from Ch. 17, par. 1664)

Sec. 4.10. To delegate to a co-trustee for any period of time any or all of the trustee's rights, powers and duties.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.11) (from Ch. 17, par. 1665)

Sec. 4.11. To compromise, contest, prosecute or abandon claims or other charges in favor of or against the trust estate.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.12) (from Ch. 17, par. 1666)

Sec. 4.12. To execute contracts, notes, conveyances and other instruments, whether or not containing covenants and warranties binding upon and creating a charge against the trust estate or excluding personal liability.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.13) (from Ch. 17, par. 1667)

Sec. 4.13. Reception of additional trust property. To receive and administer additional property as part of the trust estate or as a separate trust having terms identical to the terms of the existing trust. The provisions of this amendatory Act of 1993 apply to all trusts created and actions taken before, on, or after the effective date of this amendatory Act of 1993.  
(Source: P.A. 88-367.)

(760 ILCS 5/4.14) (from Ch. 17, par. 1668)

Sec. 4.14. To invest in or hold undivided interests in property.  
(Source: P.A. 86-1475.)

(760 ILCS 5/4.15) (from Ch. 17, par. 1669)

Sec. 4.15. To deal with the executor, trustee or other representative of any other trust or estate in which a beneficiary of the trust estate has an interest, notwithstanding the fact that the trustee is an executor, trustee or other representative of the other trust or estate.  
(Source: P.A. 86-1475.)

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(760 ILCS 5/4.16) (from Ch. 17, par. 1670)

Sec. 4.16. To make equitable division or distribution in cash or in kind, or both, and for that purpose to value any property divided or distributed in kind.

(Source: P.A. 86-1475.)

(760 ILCS 5/4.17) (from Ch. 17, par. 1671)

Sec. 4.17. To rely upon an affidavit, certificate, letter or other evidence reasonably believed to be genuine and on the basis of any such evidence to make any payment or distribution in good faith without liability.

(Source: P.A. 86-1475.)

(760 ILCS 5/4.18) (from Ch. 17, par. 1672)

Sec. 4.18. To have all of the rights, powers and duties given to or imposed upon the trustee by law and the provisions of the trust instrument during the period between the termination of the trust and the distribution thereof and during any period in which any litigation is pending which may void or invalidate the trust in whole or in part or affect the rights, powers, duties or discretions of the trustee except as otherwise directed by the court.

(Source: P.A. 86-1475.)

(760 ILCS 5/4.19) (from Ch. 17, par. 1673)

Sec. 4.19. To purchase and keep in force insurance of an appropriate nature and form and in a reasonable amount for the protection of the trust estate or the ownership thereof.

(Source: P.A. 86-1475.)

(760 ILCS 5/4.20) (from Ch. 17, par. 1674)

Sec. 4.20. To distribute income and amounts of principal in such one or more of the following ways as the trustee believes to be for the best interests of any beneficiary who at the time of distribution is under legal disability or in the opinion of the trustee is unable properly to manage his affairs because of illness, physical or mental disability or any other cause:

(a) directly to the beneficiary;

(b) to a duly appointed guardian of the beneficiary;

(c) to a custodian for the beneficiary under the Uniform Transfers to Minors Act;

(d) to an adult relative of the beneficiary;

(e) by expending the money or using the property directly for the benefit of the beneficiary; and the trustee is not required to see to the application of any distribution so

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made; and

(f) to a trust, created prior to the time the distribution becomes payable, for the sole benefit of the beneficiary and those dependent upon the beneficiary during his or her lifetime, to be administered as a part thereof, except that any amounts distributed to the trust pursuant to this paragraph (f) shall be separately accounted for by the trustee of the trust and shall be indefeasibly vested in the beneficiary so that if the beneficiary dies prior to complete distribution of such amounts, the amounts and the accretions, earnings, and income thereon, if any, shall be paid to the beneficiary's estate; provided, however, that this paragraph (f) shall not apply to the extent that it would cause a trust otherwise qualifying for the federal estate tax marital deduction not to so qualify.

(Source: P.A. 93-695, eff. 7-9-04.)

(760 ILCS 5/4.21) (from Ch. 17, par. 1674.1)

Sec. 4.21. To plant and harvest crops; to breed, raise, purchase and sell livestock; to lease land, equipment or livestock for cash or on shares, to purchase and sell, exchange or otherwise acquire or dispose of farm equipment and farm produce of all kinds; to make improvements, construct, repair, or demolish and remove any buildings, structures or fences, to engage agents, managers and employees and delegate powers to them; to engage in drainage and conservation programs; to terrace, clear, ditch and drain lands and install irrigation systems; to replace improvements and equipment; to fertilize and improve the soil; to engage in the growing, improvement, and sale of trees and other forest crops; to participate or decline to participate in governmental agricultural or land programs; and to perform such acts as the trustee deems appropriate, using such methods as are commonly employed by other farm owners in the community in which the farm property is located.

(Source: P.A. 82-354.)

(760 ILCS 5/4.22) (from Ch. 17, par. 1674.2)

Sec. 4.22. To drill, mine and otherwise operate for the development of oil, gas and other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to enter into unitization or pooling agreements for any purpose including primary, secondary or tertiary recovery; to place and maintain pipe lines; to execute oil, gas and mineral leases, division and transfer orders, grants, deeds, releases and assignments and other instruments; to participate in a cooperative coal marketing association or similar entity; and to perform such other acts as the trustee deems appropriate, using such methods as are commonly employed by owners of such interests

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in the community in which the interests are located.  
(Source: P.A. 82-354.)

(760 ILCS 5/4.23) (from Ch. 17, par. 1674.3)

Sec. 4.23. To continue an unincorporated business and participate in its management by having the trustee or one or more agents of the trustee act as a manager with appropriate compensation from the business and to incorporate the business.

(Source: P.A. 82-354.)

(760 ILCS 5/4.24) (from Ch. 17, par. 1674.4)

Sec. 4.24. To continue a business in the partnership form and participate in its management by having the trustee or one or more agents of the trustee act as a partner, limited partner or employee with appropriate compensation from the business; to enter into new partnership agreements; and to incorporate the business; and with respect to the foregoing activities, the trustee or the agent or agents of the trustee shall not be personally liable to third persons with respect to actions, not sounding in tort, unless he fails to identify the trust estate and reveal that he is acting in a representative capacity. Provided, however, that nothing in this Section shall impair in any way the liability of the trust estate with respect to the foregoing activities to the extent of the assets of the trust estate.

(Source: P.A. 84-518; 84-621.)

(760 ILCS 5/4.25)

Sec. 4.25. Severance and consolidation. To sever any trust estate on a fractional basis into 2 or more separate trusts for any reason; to segregate by allocation to a separate account or trust a specific amount or gift made from any trust to reflect a partial disclaimer, to reflect or result in differences in federal tax attributes, to satisfy any federal tax requirement or election, or to reduce potential generation-skipping transfer tax liability, in a manner consistent with the rules governing disclaimers, such federal tax attributes, such requirements or elections, or any applicable tax rules or regulations, and income earned on a segregated amount or gift after segregation occurs shall pass to the designated take of such amount or gift; and to consolidate 2 or more trusts having substantially similar terms into a single trust. In managing, investing, administering, and distributing the trust property of any separate account or trust and in making applicable tax elections, the trustee may consider the differences in federal tax attributes and all other factors the trustee believes pertinent and may make disproportionate distributions from the

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separate trusts created. A separate account or trust created by severance or segregation shall be treated as a separate trust for all purposes from and after the date on which the severance or segregation is effective, and shall be held on terms and conditions that are substantially equivalent to the terms of the trust from which it was severed or segregated so that the aggregate interests of each beneficiary in the several trusts are substantially equivalent to the beneficiary's interests in the trust before severance, provided, however, that any terms of the trust before severance that would affect qualification of the trust for any federal tax deduction, exclusion, election, exemption, or other special federal tax status must remain identical in each of the separate trusts created. The provisions of this amendatory Act of 1993 apply to all trusts created, and actions taken before, on, or after the effective date of this amendatory Act of 1993.  
(Source: P.A. 88-367.)

Anthony T. Lepore, Esq., P.A.  
P.O. Box 823662  
South Florida, FL 33082-3662  
954.433.2126 (Tel)  
954.436.6288 (Fax)  
202.470.0829 (DC Office) [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

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--- On Wed, 11/4/09, Annette Smith <[Annette.Smith@fcc.gov](mailto:Annette.Smith@fcc.gov)> wrote:

From: Annette Smith <[Annette.Smith@fcc.gov](mailto:Annette.Smith@fcc.gov)>  
Subject: RE: KRFT, University City, MO - Form 314  
To: [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
Cc: "Taft Snowdon" <[Taft.Snowdon@fcc.gov](mailto:Taft.Snowdon@fcc.gov)>  
Date: Wednesday, November 4, 2009, 5:25 PM

Thank you.

*Annette Smith*

*Communications Analyst*

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*Federal Communications Commission*

*445 12th Street, SW*

*Washington, DC*

*(202) 418-2763*

---

**From:** Anthony T. Lepore, Esq. [<mailto:anthony@radiotvlaw.net>]

**Sent:** Wednesday, November 04, 2009 5:24 PM

**To:** Annette Smith

**Subject:** RE: KRFT, University City, MO - Form 314

Annette - thanks for your call with Taft a few minutes ago -- I just called Mr. Watkins and he's going to have the trust scanned and sent to me tomorrow - contrary to my understanding, the sole beneficiary is not Mr. Watkins but rather Stephen Romanik (who has no other media interests other than via the trust) Apparently he is a police officer and the trust was created to minimize public information about him (for personal safety purposes). Mr. Watkins, as Trustee, as sole control over the licenses and makes all decisions, etc. I'll detail all this in the amendment and when I send you the trust.

Anthony

Anthony T. Lepore, Esq., P.A.

P.O. Box 823662

South Florida, FL 33082-3662

954.433.2126 (Tel)

954.436.6288 (Fax)

202.470.0829 (DC Office) [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

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**Attachment B**

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Federal Communications Commission Washington, D.C. 20554  <b>FCC 314</b>	Approved by OMB 3060-0031 (June 2014)	FOR FCC USE ONLY
<b>APPLICATION FOR CONSENT TO ASSIGNMENT OF          BROADCAST STATION CONSTRUCTION PERMIT OR          LICENSE</b>  Read INSTRUCTIONS Before Filling Out Form		FOR COMMISSION USE ONLY FILE NO. BAL - 20090925ABD

**Section I - General Information**

1.	Legal Name of the Licensee/Permittee BIG STICK THREE, LLC		
	Mailing Address 3350 PEACHTREE ROAD SUITE 1610		
	City ATLANTA	State or Country (if foreign address) GA	Zip Code 30326 -
	Telephone Number (include area code) 3149620590		E-Mail Address (if available) CSMITH@KFNS.COM
	FCC Registration Number: 0017346040	Call Sign KRFT	Facility ID Number 5281
2.	Contact Representative (if other than licensee/permittee) CYNTHIA LAROSE		Firm or Company Name MINTZ LEVIN
	Mailing Address 1 FINANCIAL CENTER		
	City BOSTON	State or Country (if foreign address) MA	ZIP Code 02111 -
	Telephone Number (include area code) 6173481732		E-Mail Address (if available) CJLAROSE@MINTZ.COM
3.	Legal Name of the Assignee ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE		
	Mailing Address 6500 WEST MAIN STREET SUITE 315		
	City BELLEVILLE	State or Country (if foreign address) IL	ZIP Code 62223 -
	Telephone Number (include area code) 6183949965		E-Mail Address (if available)
4.	Contact Representative (if other than assignee) ANTHONY T. LEPORE, ESQ.		Firm or Company Name ANTHONY T. LEPORE, ESQ., P.A.
	Mailing Address P.O. BOX 823662		
	City SOUTH FLORIDA	State or Country (if foreign address) FL	Zip Code 33082 - 3662
	Telephone Number (include area code) 9544332126		E-Mail Address (if available) ANTHONY@RADIOTVLAW.NET
5.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input checked="" type="radio"/> Other AMENDMENT		

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	<input type="radio"/> N/A (Fee Required)	
6.	<b>Purpose of Application:</b> <input type="radio"/> Assignment of license <input type="radio"/> Assignment of construction permit <input checked="" type="radio"/> Amendment to pending application File number of pending application: - If an amendment, <b>submit as an Exhibit</b> a listing by Section and Question Number of the portions of the pending application that are being revised.	[Exhibit 1]
7.	Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)? If yes, list pertinent authorizations in an Exhibit.	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 2]
8.	a. Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?  b. If yes to 8(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system? If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a).  c. LPFM Licenses Only: Has the assignor held the station license and operated the station for at least three years?	<input type="radio"/> Yes <input checked="" type="radio"/> No  <input type="radio"/> Yes <input type="radio"/> No [Exhibit 3]  <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
9.	a. Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?  b. If yes to 9(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant?  c. If no to 9(b), do both the assignor/transferor and assignee/transferee qualify for the Tribal Priority in all respects?  If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the established Tribal Priority holding period restrictions, or that the policy should be waived.	<input type="radio"/> Yes <input type="radio"/> No  <input type="radio"/> Yes <input type="radio"/> No  <input type="radio"/> Yes <input type="radio"/> No [Exhibit 4]

**Section II - Assignor**

1.	<b>Certification.</b> Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	<b>Authorizations to be Assigned.</b> List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.  [Enter Station Information]	
	List the authorized stations and construction permits to be assigned. Provide the Facility Identification	

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Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.				
Facility ID Number	Call Sign	or Construction Permit File Number	City	State
5281	KRFT	-	UNIVERSITY CITY	MO
3. <b>Agreements for Sale of Station.</b> Licensee/permittee certifies that: a. it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s); b. these documents embody the complete and final understanding between licensee/permittee and assignee; and c. these agreements comply fully with the Commission's rules and policies. <b>Exhibit Required</b>				
4. <b>Other Authorizations.</b> List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.				
5. <b>Character Issues.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.				
6. <b>Adverse Findings.</b> Licensee/permittee certifies that, with respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.				
7. <b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.				
8. <b>Auction Authorization.</b> Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.				
9. <b>Anti-Drug Abuse Act Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.				
10. <b>Anti-Discrimination Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated AM, FM, TV, Class A TV or international broadcast stations.				

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing ANDREW PHILLIP SALTZMAN	Typed or Printed Title of Person Signing MANAGER & CO-PRESIDENT
Signature	Date 09/24/2009

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE,

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TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Section III - Assignee**

1.	<b>Certification.</b> Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Assignee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input checked="" type="radio"/> other	
	a. If "other", describe nature of applicant in an Exhibit.	[Exhibit 11]
	b. Radio Station applicants only: If the station(s) being assigned is noncommercial educational or LPFM, the assignee certifies that the Commission had previously granted a broadcast application, identified here by file number, that found this assignee qualified as a noncommercial educational entity with a qualifying educational program, and that the assignee will use the station(s) to advance a program similar to that the Commission has found qualifying in the assignee's previous application.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A FCC File Number -
	c. Radio Station applicants only: Proposed assignees of noncommercial educational or LPFM stations that answered "No" to Question 2(b) must include an exhibit that describes the assignee's educational objective and how the station will be used to advance an educational program that will further that objective according to 47 C.F.R. Section 73.503 (for radio applicants), 47 C.F.R. Section 853 (for LPFM applicants).	[Exhibit 12]
3.	<b>Agreements for Sale of Station.</b> Assignee certifies that: a. the written agreements in the licensee/permittee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned; and b. these agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 13]
4.	<b>Parties to the Application.</b> a. List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.  (1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners. (2) Citizenship. (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's <b>equity/debt plus</b> standard., etc. (4) Percentage of votes. (5) Percentage of total assets (debt plus equity). [Enter Parties/Owners Information]	
<p style="text-align: center;"><b>4a. Parties to the Application</b></p> <p>List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row</p>		

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for each individual or entity.

(1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.

(2) Citizenship.

(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard., etc.

(4) Percentage of votes.

(5) Percentage of total assets(debt plus equity).

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE, 6500 W. MAIN STREET #315, BELLEVILLE, IL 62223	US	TRUSTEE	100	100

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
STEPHEN ROMANIK, II, 6500 W. MAIN STREET #315, BELLEVILLE, IL 62223	US	BENEFICIARY OF TRUST	0	0

or [Exhibit 14]

b. Assignee certifies that equity interests not set forth above are non-attributable.

☐ Yes ☐ No  
☒ N/A

See Explanation in  
[Exhibit 15]

5. **Other Authorizations.** List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.

☐ N/A  
[Exhibit 16]

6. **Multiple Ownership.**

a. Is the assignee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?

☐ Yes ☒ No

[Exhibit 17]

If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.

b. Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.

☒ Yes ☐ No

[Exhibit 18]

AM and/or FM Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).

**All applicants:** If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.

c. Assignee certifies that the proposed assignment:

☒ Yes ☐ No

See Explanation in  
[Exhibit 19]

1. does not present an issue under the Commission's policies relating to media interests of immediate family members;
2. complies with the Commission's policies relating to future ownership interests; and
3. complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.

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	<p>d. Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) more than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p> <p><b>All applicants:</b> If "Yes," submit as an Exhibit a detailed showing demonstrating proof of status as an eligible entity.</p>	<p align="center"><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p align="center">See Explanation in [Exhibit 20]</p>
	<p>e. Does this assignment include a grand-fathered cluster of stations?</p> <p><b>All applicants:</b> If "Yes", applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p>	<p align="center"><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
	<p>A. An Eligible Entity (as defined in Item 6d, above).</p> <p>B. An Irrevocable Trust that will assign the station(s) to an Eligible Entity.</p> <p><b>All applicants:</b> If "Yes" to Item 6e A or B: Submit as an Exhibit a copy of the form of irrevocable trust agreement providing for the assignment of the station(s) to an Eligible Entity.</p>	<p align="center"><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No</p> <p align="center">See Explanation in [Exhibit 21]</p>
7.	<p><b>Character Issues.</b> Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<p align="center"><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p align="center">See Explanation in [Exhibit 22]</p>
8.	<p><b>Adverse Findings.</b> Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p>	<p align="center"><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p align="center">See Explanation in [Exhibit 23]</p>
9.	<p><b>Alien Ownership and Control.</b> Assignee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.</p>	<p align="center"><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p align="center">See Explanation in [Exhibit 24]</p>
10.	<p><b>Financial Qualifications.</b> Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.</p>	<p align="center"><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p align="center">See Explanation in [Exhibit 25]</p>
11.	<p><b>Program Service Certification.</b> Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.</p>	<p align="center"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
12.	<p><b>Auction Authorization.</b> Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.</p>	<p align="center"><input type="radio"/> Yes <input type="radio"/> No</p> <p align="center"><input checked="" type="radio"/> N/A</p> <p align="center">See Explanation in [Exhibit 26]</p>
13.	<p><b>Anti-Drug Abuse Act Certification.</b> Assignee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p align="center"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>



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<b>14. Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
---	--

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DENNIS J. WATKINS	Typed or Printed Title of Person Signing TRUSTEE
Signature	Date 11/06/2009

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Exhibits**

**Exhibit 1**

**Description:** PURPOSE OF AMENDMENT

THIS AMENDMENT IS BEING FILED AT STAFF REQUEST TO PROVIDE A COPY OF THE TRUST DOCUMENT FOR THE PROPOSED ASSIGNEE, ENTERTAINMENT MEDIA TRUST. DENNIS J. WATKINS IS THE TRUSTEE AND MAINTAINS CONTROL OVER ALL MATTERS RELATING TO THE TRUST. STEPHEN ROMANIK, II IS THE SOLE BENEFICIARY OF THE TRUST AND HAS NO OTHER ATTRIBUTABLE INTERESTS IN ANY OTHER MEDIA EXCEPT THOSE ALREADY LICENSED TO THE TRUST. A COPY OF THE TRUST INSTRUMENT IS ATTACHED HERETO. MR. ROMANIK'S ADDITION TO THE OWNERSHIP TABLE IN SECTION III, QUESTION 4A DOES NOT CHANGE ANY OTHER INFORMATION IN THIS APPLICATION.

**Attachment 1**

Description
<a href="#">Trust Agreement</a>

**Exhibit 5**

**Description:** PART II, QUESTION 3 (AGREEMENTS FOR SALE)

REFER TO PART III, QUESTION 3

**Attachment 5**

**Exhibit 6**

**Description:** PART II, QUESTION 4 (OTHER AUTHORIZATIONS)

KFNS(AM), WOOD RIVER, IL, FACILITY NO. 13505  
 KFNS-FM, TROY, MO, FACILITY NO. 29944

**Attachment 6**

**Exhibit 11**

**Description:** DESCRIPTION OF ASSIGNEE ENTITY

ASSINGEE IS THE TRUSTEE OF A TRUST ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS.

**Attachment 11**



**REDACTED FOR PUBLIC INSPECTION****Exhibit 13****Description:** AGREEMENTS FOR SALE

SEE ATTACHED DOCUMENTS

**Attachment 13**

Description
<a href="#">Escrow Agreement and Asset Purchase Agreement with Assignor signatures</a>
<a href="#">Assignee Signature Pages - APA and Escrow</a>

**Exhibit 16****Description:** OTHER AUTHORIZATIONS

ASSIGNEE IS THE LICENSEE OF WWOZ (AM), HIGHLAND, IL FACILITY ID#90598, AND KZQZ (AM), ST. LOUIS, MO FACILITY ID#72391.

**Attachment 16****Exhibit 18****Description:** COMPLIANCE WITH 47 CFR 73.3555

THE ASSIGNEE IS THE LICENSEE OF TWO OTHER RADIO STATIONS, WWOZ (AM) FACILITY ID#90598, HIGHLAND, ILLINOIS (COUNTY: MADISON, ILLINOIS), AND KZQZ (AM), FACILITY ID#72391, ST. LOUIS, MO (COUNTY: NONE) WHICH ARE LICENSED TO A COMMUNITIES WHICH ARE GEOGRAPHICALLY WITHIN THE ST. LOUIS, MISSOURI ARBITRON METRO. ACCORDING TO ATTACHED EXHIBIT, THERE ARE AT LEAST NINETEEN (19) OTHER RADIO STATIONS (APART FROM WWOZ, KZQZ AND KRFT) LICENSED TO THE ST. LOUIS, MISSOURI ARBITRON METRO. CONSEQUENTLY, SINCE THIS METRO MARKET HAS AT LEAST 15 STATIONS, THE ASSIGNEE'S OWNERSHIP OF THREE (3) AM STATIONS IN THIS METRO MARKET COMPLIES WITH THE LOCAL RADIO OWNERSHIP RULE, 47 C.F.R. SECTION 73.3555(A)(III). THERE IS NO PRINCIPAL COMMUNITY CONTOUR OVERLAP BETWEEN THE SUBJECT STATION AND THE PRINCIPAL COMMUNITY CONTOUR OF ANY RADIO STATION ATTRIBUTABLE TO THE ASSIGNEE OR PARTIES TO THE ASSIGNEE WHICH IS LICENSED TO A COMMUNITY OUTSIDE OF AN ARBITRON METRO MARKET. CONSEQUENTLY, NO INTERIM CONTOUR OVERLAP ANALYSIS IS REQUIRED.

**Attachment 18**

Description
<a href="#">ST. LOUIS METRO RADIO STATIONS</a>

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## Entertainment Media Trust

Entertainment Media Trust has been established in the State of Illinois for the purpose of setting up a sole Trust for Stephen Romanik II. Entertainment Media Trust has as its Executor and Trustee, Dennis James Watkins. Entertainment Media Trust has Stephen Romanik II as sole and one hundred percent beneficiary of said Trust and any and all assets and properties acquired by Entertainment Media Trust.



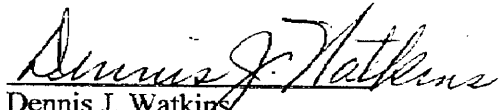
Stephen Romanik II  
Beneficiary

Katrina Sanders

Notary Public

Official Commission Expires

Jan. 7, 2008



Dennis J. Watkins  
Executor and Trustee

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## DEPOSIT ESCROW AGREEMENT

This Deposit Escrow Agreement (the "Agreement" or "Escrow Agreement"), dated as of September \_\_\_\_, 2009 (the "Effective Date"), is entered into by and among Big Stick Three, LLC (the "Seller"), Dennis Watkins, as Trustee of the Entertainment Media Trust, an Illinois trust (the "Buyer"; each of Buyer and Seller, a "Party" and, together, the "Parties" or "Interested Parties"), and MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C., in its capacity as Escrow Agent hereunder (the "Escrow Agent", which term shall also include any successor escrow agent appointed in accordance with Section 8(d) hereof). Terms with initial capital letters used herein without definition shall have the meaning given them in the Asset Purchase and Sale Agreement, dated of even date herewith, by and between Buyer and Seller (the "Purchase Agreement").

## AGREEMENT

WHEREAS, the Parties have entered into the Purchase Agreement, which provides for, among other things, the sale by the Seller and the purchase by Buyer of certain assets of Seller (the "Sale Transaction");

WHEREAS, pursuant to the Purchase Agreement, Buyer has agreed to deliver to Escrow Agent the amount of Sixty Thousand Dollars (\$60,000) on the date hereof (such amount, plus all interest accruing thereon, collectively, the "Escrow Funds"); and

WHEREAS, the Parties desire to set forth the terms and conditions upon which the Escrow Funds shall be held and distributed.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Purchase Agreement, the Parties hereto intending to be legally bound agree as follows:

1. Deposit of Funds. The Escrow Funds shall be held by the Escrow Agent pursuant to the terms of this Escrow Agreement.

2. Receipt Acknowledged. The Escrow Agent hereby acknowledges receipt of the Escrow Funds.

3. Escrow Agent's Investment of Escrow Funds. The Escrow Agent agrees to invest the Escrow Funds in one or more interest-bearing accounts or certificates of deposit in a federally insured financial institution.

4. Distribution of Escrow Funds. The Escrow Agent shall continue to hold the Escrow Funds and shall distribute such funds to the Buyer or the Seller as follows:

(a) The Escrow Agent shall continue to hold the Escrow Funds in its possession until authorized to make distributions therefrom in accordance with this Section 4.

(b) Upon receipt by Escrow Agent of joint instructions (a "Joint Instruction") from the Interested Parties to the effect that the Closing has occurred under the Purchase Agreement, Escrow Agent shall disburse all of the Escrow Funds to the Seller.

(c) (i) Upon receipt by Escrow Agent of instructions from the Seller (a "Seller Notice"), a copy of which Seller must send to Buyer, that the Purchase Agreement has terminated without a Closing thereunder and that Seller is entitled to the Escrow Funds in accordance with Section 17 of the Purchase Agreement, Escrow Agent shall deliver the Escrow Funds to the Seller unless Escrow Agent timely receives a Buyer Response Notice (as defined below) in accordance with Section 4(c)(ii) hereof objecting to the delivery of the Escrow Funds to the Seller.

(ii) Within ten business days after the receipt by the Buyer of its copy of such Seller Notice, Buyer shall provide to the Seller and the Escrow Agent a written response (the "Buyer Response Notice") in which the Buyer shall: (A) agree that the Escrow Funds may be released to the Seller, or (B) assert that the conditions under the Purchase Agreement for release of the Escrow Funds to the Seller have not been satisfied. If the Escrow Agent does not receive a Buyer Response Notice in accordance with this Section 4(c)(ii) hereof within such ten business day period, the Buyer shall be deemed to have agreed that all of the Escrow Funds may be released to the Seller.

(iii) If the Buyer agrees in the Buyer Response Notice (or is deemed to have agreed pursuant to the last sentence of Section 4(c)(ii)) that all of the Escrow Funds may be released to the Seller, the Escrow Agent shall, within three (3) business days following the earlier of the due date for the Buyer Response Notice or receipt of the Buyer Response Notice, disburse to the Seller the Escrow Funds.

(iv) If the Buyer in the Buyer Response Notice contests the release of the Escrow Funds (a "Buyer Contest"), the Escrow Agent shall continue to hold the Escrow Funds until such dispute has been resolved as provided in Section 5 below or until the Escrow Agent has received joint written instructions from the Buyer and the Seller with respect to the disposition of the Escrow Funds (any such resolution, a "Determination"). If such Determination provides for payment by the Escrow Agent to the Seller of the Escrow Funds, within three (3) business day following the Escrow Agent's receipt of such Determination, the Escrow Agent shall deliver the Escrow Funds to the Seller in accordance with such Determination. Otherwise, the Escrow Funds shall remain in escrow, to be disbursed in accordance with this Agreement or the Determination.

(d) (i) Upon receipt by Escrow Agent of instructions from the Buyer (a "Buyer Notice"), a copy of which Buyer must send to Seller, that the Purchase Agreement has terminated without a Closing thereunder and that Buyer is entitled to the Escrow Funds in accordance with Section 18 of the Purchase Agreement, Escrow Agent shall deliver the Escrow Funds to the Buyer unless Escrow Agent timely receives a Seller Response Notice (as defined below) in accordance with Section 4(d)(ii) hereof objecting to the delivery of the Escrow Funds to the Buyer.

(ii) Within ten business days after the receipt by the Seller of its copy of such Buyer Notice, Seller shall provide to the Buyer and the Escrow Agent a written response (the "Seller Response Notice") in which the Seller shall: (A) agree that the Escrow Funds may be released to the Buyer, or (B) assert that the conditions under the Purchase Agreement for release of the Escrow Funds to the Buyer have not been satisfied. If the Escrow Agent does not receive a Seller Response Notice in accordance with this Section 4(d)(ii) hereof within such ten business day period, the Seller shall be deemed to have agreed that all of the Escrow Funds may be released to the Buyer.

(iii) If the Seller agrees in the Seller Response Notice (or is deemed to have agreed pursuant to the last sentence of Section 4(d)(ii)) that all of the Escrow Funds may be released to the Buyer, the Escrow Agent shall, within three (3) business days following the earlier of the due date for the Seller Response Notice or receipt of the Seller Response Notice, disburse to the Buyer the Escrow Funds.

(iv) If the Seller in the Seller Response Notice contests the release of the Escrow Funds (a "Seller Contest"), the Escrow Agent shall continue to hold the Escrow Funds until such dispute has been resolved as provided in Section 5 below or until the Escrow Agent has received a Determination. If such Determination provides for payment by the Escrow Agent to the Buyer of the Escrow Funds, within three (3) Business Day following the Escrow Agent's receipt of such Determination, the Escrow Agent shall deliver the Escrow Funds to the Buyer in accordance with such Determination. Otherwise, the Escrow Funds shall remain in the Escrow Funds to be disbursed in accordance with this Agreement.

Each of Buyer and Seller shall be entitled to obtain a decree of specific performance of this Section 4 from any court having jurisdiction in the matter, Buyer and Seller hereby waiving any objection to such relief, including, without limitation, any objection based upon any lack of irreparable harm or the existence of an adequate remedy at law, and Buyer and Seller hereby waive any requirement of bond or other security. The prevailing party, in any such action, shall be permitted to collect from the non-prevailing party its attorneys' fees, costs and fees incurred in seeking specific performance of this Section 4.

5. Disagreement Between the Parties. If any dispute should arise with respect to the distribution or ownership or right of possession of all or any portion the Escrow Funds, or the duties of the Escrow Agent hereunder, or should any claim be made upon the Escrow Agent or the Escrow Funds by any third party, the Escrow Agent is authorized and shall be entitled (at its sole option and election) to retain in its possession, without liability to anyone, all or any part of the Escrow Funds in dispute until such dispute shall have been settled either by mutual agreement of the Buyer and the Seller (evidenced by appropriate instructions in writing to the Escrow Agent signed by the Buyer and the Seller) or by the final order, decree or judgment of a court of competent jurisdiction or arbitral panel, with respect to any arbitrated disputes, in the United States of America (the time for appeal having expired with no appeal having been taken) in a proceeding to which the Buyer and the Seller are parties, but the Escrow Agent shall be under no duty whatsoever to institute or defend any such proceedings.

6. Authority of Escrow Agent. The undersigned agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of the Escrow Agent:

(a) Escrow Agent Bound Only by This Agreement. The Escrow Agent shall not be bound in any way by any agreement or contract (other than this Escrow Agreement), or documents deposited with it hereunder, out of which this Escrow may arise (whether or not the Escrow Agent has knowledge thereof).

(b) Escrow Agent Acts as Depository. The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of the subject matter of the Escrow Agreement, or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or depositing it with the Escrow Agent.

(c) Escrow Agent's Liability. The Escrow Agent shall have no liability hereunder for the performance by it of the acts to be performed hereunder, except for its own willful misconduct or gross negligence. The Escrow Agent shall be authorized to act on any document believed to be genuine and to be signed by the proper Party or Parties, and will incur no liability in so acting. If any disagreement between the Parties to this Escrow Agreement occurs which results in adverse claims and demands being made in connection with or against the Escrow Funds, the Escrow Agent shall refuse to comply with the claims or demands of any Party until such disagreement is finally resolved by mutual agreement of the Parties or by a court of competent jurisdiction (including expiration of all available appeal remedies) and, in so doing, the Escrow Agent shall not be or become liable to any Party. Alternatively, in the event of any dispute or disagreement between Buyer and the Seller sufficient in the sole discretion of the Escrow Agent to justify them doing so, the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Escrow Funds and to initiate such legal proceedings as they deem appropriate, including without limitation, an interpleader action for determination of the respective rights, titles and interests of Buyer and the Seller therein. Upon such tender, the Escrow Agent shall be entitled to receive from Buyer and the Seller its reasonable attorneys' fees and expenses. The Escrow Agent shall be held harmless and indemnified by the Parties hereto in connection with any claims against it in connection with its acting as the Escrow Agent.

(d) Resignation of Escrow Agent. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the Parties hereto, specifying the date when such resignation shall take effect. Upon such notice, a successor escrow agent shall be appointed with the unanimous consent of the Parties hereto, and the service of such successor escrow agent shall be effective as of the date of resignation specified in such notice, which date shall not be less than thirty (30) days after the giving of such notice. If the Parties hereto are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent shall be authorized to appoint its successor, provided such successor is a law firm with an "AV" rating. The Escrow Agent shall continue to serve until its successor accepts the escrow by written notice to the Parties hereto and the Escrow Agent deposits the escrow fund with such successor escrow agent.

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(e) Escrow Agent's Compensation. The Escrow Agent shall receive no compensation, provided however, that the Escrow Agent shall be reimbursed by the Parties for any reasonable expenses, including the actual cost of legal services should the Escrow Agent deem it necessary to retain an attorney. Buyer and Seller shall share equally the reimbursement of Escrow Agent's reasonable expenses. Without limiting the provisions of Section 6(c) above, the Escrow Agent shall not be liable for any action taken in good faith in accordance with the advice of any attorney.

(f) No Limitation on Representation. Nothing contained herein shall be deemed to prevent any law firm serving as the Escrow Agent, or as a successor escrow agent, from acting as counsel for the Seller or the Buyer or any of their respective members, or any of their respective affiliates, or any other party in any matter, including resolution of disputes and claims subject to, arising under or related to the Purchase Agreement

7. Termination. This Escrow Agreement shall terminate upon the release of all of the Escrow Funds to either Buyer or Seller in accordance with Section 4, above.

8. Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by nationally-recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission with a copy thereof to be delivered by mail (as aforesaid) within 24 hours of such facsimile transmission, addressed as follows:

IF TO SELLER:

Big League Broadcasting St. Louis, LLC  
3350 Peachtree Road, Suite 1610  
Atlanta, GA 30326  
Attention: Andrew Saltzman  
Fax: (404) 231-5923

WITH A COPY TO:

Mintz, Levin, Cohn, Ferris, Glovsky and  
Popeo, P.C.  
One Financial Center  
Boston, MA 02111  
Tel: (617) 348-1610  
Attention: Bram Shapiro, Esq.  
Fax: (617) 542-2241

IF TO BUYER:

Dennis Watkins, Trustee  
Entertainment Media Trust  
6500 West Main Street, Suite 315  
Belleville, IL 62220  
Fax: [ ]

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WITH A COPY TO:

Anthony T. Lepore, Esq., P.A.  
4101 Albemarle Street NW, Suite 324  
Washington, DC 20016  
Attention: Anthony T. Lepore  
Fax: (954) 436-6288

IF TO ESCROW AGENT TO:

Mintz, Levin, Cohn, Ferris, Glovsky and  
Popeo, P.C.  
One Financial Center  
Boston, MA 02111  
Tel: (617) 348-1610  
Attention: Bram Shapiro, Esq.  
Fax: (617) 542-2241

or to such other address as the party to whom notice is to be given may have furnished to the other parties hereto in writing in accordance herewith. All such notices or communications shall be deemed to be received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of nationally-recognized overnight courier, on the next Business Day after the date when sent, (iii) in the case of facsimile transmission or electronic mail, upon confirmed receipt, and (iv) in the case of mailing, on the third Business Day following the date on which the piece of mail containing such communication was posted; provided, however, that no notice to the Escrow Agent shall be deemed to be received until actually received by the Escrow Agent.

9. Benefit. This Escrow Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns; no voluntary assignment of the rights conferred by this Escrow Agreement shall be permitted except that the Buyer may assign all or part of its rights and obligations hereunder to one or more of its direct or indirect parents, subsidiaries or affiliates.

10. Headings. The headings of the paragraphs of this Escrow Agreement are for the convenience of reference only, and do not form a part hereof, and in no way modify, interpret or construe the meanings of the Parties.

11. Counterpart Signatures. This Escrow Agreement may be executed by the Parties in any number of counterparts and each executed copy shall be an original for all purposes without accounting for the other copies.

12. Governing Law. This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law provision or rule that would cause application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Each of the parties to this Agreement irrevocably submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Massachusetts, for the purpose of any action arising out of or relating to this Agreement. THE ESCROW AGENT AND THE PARTIES HEREBY WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING



BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS OR ANY NEGOTIATIONS IN CONNECTION HEREWITH.

13. Expenses. Except as otherwise provided in this Agreement, each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

14. Invalidity. The invalidity or non-enforceability of any term or provision of this Escrow Agreement, or the application of such term or provision to any person or circumstances, shall not impair or affect the remainder of this Escrow Agreement and its application to other persons and circumstances, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

15. Entire Agreement. This Agreement and, with respect to the Buyer and the Seller only, the Purchase Agreement and the documents delivered in connection therewith, contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements or understandings, written or oral, among the parties identified above with respect thereto; provided, however, that anything contained herein to the contrary notwithstanding, the parties hereto agree that the Escrow Agent shall perform its obligations under this Agreement solely by reference to this Agreement.

[The remainder of this page has been intentionally left blank.]

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IN WITNESS WHEREOF, each of the parties has caused this Deposit Escrow Agreement to be executed by its duly authorized representative as of the date first written above.

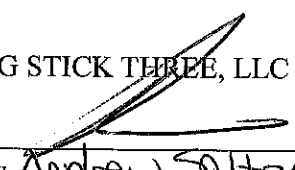
BUYER:

DENNIS WATKINS, AS TRUSTEE OF THE  
ENTERTAINMENT MEDIA TRUST, AN  
ILLINOIS TRUST

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SELLER:

BIG STICK THREE, LLC

By:  \_\_\_\_\_  
Its: President \_\_\_\_\_

ESCROW AGENT:

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY & POPEO, P.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# REDACTED FOR PUBLIC INSPECTION

## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of September \_\_, 2009, by and between Big Stick Three, LLC (the "Seller") and Dennis Watkins, as Trustee of the Entertainment Media Trust, an Illinois trust (the "Purchaser"), for the sale of certain specified assets set forth in Exhibit A to this Agreement that are specifically related to the license for the operation of Radio Station KRFT-AM, 1190 KHz, DeSoto, Missouri (FCC Facility ID No. 5281) (the "Station" and such license, the "FCC License").

In consideration of the premises, representations and warranties and the mutual covenants and agreements contained herein and other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE PRICE: Under the terms and conditions set forth in this Agreement, the Purchaser shall pay the Seller the full sum of Six Hundred Thousand Dollars (\$600,000) (the "Purchase Price") in consideration for the delivery to the Purchaser of the Assets (as defined below). The Purchase Price shall be payable as follows: Purchaser shall pay an initial deposit equal to Sixty Thousand Dollars (\$60,000.00), upon Purchaser's signing of this Agreement (the "Escrow Deposit"), with the balance (subject to prorations as set forth in Section 2) payable at Closing. The Escrow Deposit shall be held in escrow by Seller's attorneys pursuant to the terms of an Escrow Agreement in the form attached as Exhibit B. The Escrow Deposit shall be released to Seller at the Closing (as defined below), which shall occur within fifteen (15) days of the initial grant by the Federal Communications Commission (the "FCC") approving the sale and assignment of the license for the Station to the Purchaser. The parties shall allocate the Purchase Price among the Station's Assets for tax purposes in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"); provided that, except with respect to goodwill, going concern value, and self-created intangible assets, all assets shall be treated as having a fair market value equal to their current Federal tax basis. Such allocation shall be set forth on a schedule (the "Allocation Schedule"), mutually agreed to by Seller and Purchaser as described herein. Within 30 days of the Closing Date, Seller shall deliver the Allocation Schedule to Purchaser. Purchaser shall notify Seller, in writing, of any dispute regarding the allocation, describing each dispute with specificity, within 15 days of receiving the Allocation Schedule from Seller. If Purchaser does not so notify Seller within 15 days, Seller's draft of the Allocation Schedule shall be final. If Purchaser does so notify Seller, Purchaser and Seller shall negotiate in good faith to resolve any dispute. If any dispute is not resolved within 15 days of Purchaser notifying Seller of its disputes, such unresolved dispute shall be referred to independent accounting firm, mutually selected by Purchaser and Seller and whose fees shall be borne equally by Purchaser and Seller. The decision of the independent accounting firm shall be final and binding on all parties. All parties shall file all Tax Returns, including but not limited to IRS Form 8594, consistent with the Allocation Schedule as finalized under this section, and no party shall take any position inconsistent with the final Allocation Schedule in any audit or other tax-related proceeding.

2. PRORATIONS. The Purchase Price shall be increased or decreased as required to effectuate the proration of expenses. All taxes, (whether general or special, including real estate taxes but excepting income taxes and taxes arising from the transfer of the Assets under this Agreement), rents, water rents, interest on existing encumbrances if assumed by the Purchaser, and all insurance premiums, utility bills, deposits, contracts for the sale of time, business and license fees, property and equipment rentals, FCC annual regulatory fees, ASCAP, BMI and SESAC licenses and other continuing business charges, salaries, deposits and agreements shall be adjusted and prorated between Purchaser and Seller as of 11:59 p.m. on the date immediately preceding the Closing Date (as defined below). All such adjustments shall be made such that Seller shall be responsible for all such amounts accruing prior to the Closing Date and Purchaser shall be responsible for all such amounts accruing on or after the Closing Date.

3. SUBJECT OF SALE: The Seller, by this Agreement agrees to sell, assign, convey and deliver to the Purchaser, at the Closing, all of the right, title and interest of Seller in and to certain of the Seller's specified assets related to the Station as set forth in Exhibit A hereto (the "Assets") and Purchaser agrees to purchase all of the Assets. The Assets are made up of, and limited to, solely those assets set forth on Exhibit A. The parties agree that Purchaser is taking the Assets at the Closing "AS IS" and that notwithstanding anything herein to the contrary, Seller makes no representations or warranties as to the condition of the Assets or suitability of the Assets for their purpose, except that the tangible Assets are in good working order and maintained in the ordinary course of engineering practices and capable of broadcasting the Station's broadcast signal in accordance with parameters Purchaser has indicated are acceptable to Purchaser and that Seller will maintain the Assets in working condition in accordance with the Station's licensed parameters until Closing, normal wear and tear excepted. Notwithstanding anything to the contrary set forth in this Agreement, the representations and warranties set forth in the preceding sentence shall not survive the Closing and Purchaser agrees that any rights or claims that Purchaser may have as a result of the preceding sentence shall terminate as of the Closing, it being agreed that Purchaser's acceptance of such Assets at the Closing shall serve as Purchaser's acknowledgement that it is satisfied with such Assets and their condition and operation, regardless of their condition and operation subsequent to the Closing. Purchaser shall have the right to conduct a pre-Closing inspection of the tangible Assets within 48 hours of the scheduled Closing with an engineer to confirm that the representations in this Section 3 remain accurate as of the Closing Date. Purchaser has inspected the tangible Assets prior to executing this Agreement and has conducted a partial proof of performance with respect to the broadcast signal and Purchaser acknowledges and agrees that the tangible Assets are in good working order and maintained in the ordinary course of engineering practices and are capable of broadcasting, and in fact do broadcast, the Station's broadcast signal in acceptable parameters to Purchaser as of the date hereof.

4. WARRANTIES OF SELLER: The Seller warrants to the Purchaser as follow:

- a) that the Seller has a right to enter into this Agreement as set forth herein;
- b) that Seller owns the Assets described in this Agreement free and clear of encumbrances, or that to the extent encumbered such encumbrances shall be waived or removed at or prior to the Closing;

- c) that there are no pending or threatened suits, arbitrations, proceedings, claims or governmental investigations known to Seller in equity or actions at law against said Seller that would prevent Seller from completing the transactions contemplated herein;
- d) that the Station's Licenses are all of the FCC authorizations required for the lawful conduct of the business and operation of the Station. Seller is the authorized legal holder of all of the Station's Licenses. None of the Station's Licenses is subject to any restriction or condition which could limit the operation of the Station with the facilities set forth in the Station's Licenses (other than as may be set forth on the face of the Station's Licenses). The Station's Licenses are in full force and effect. To Seller's Knowledge (as defined below), no proceedings are now pending before any governmental authority with respect to the Station, other than proceedings of general applicability. Seller knows of no facts relating to the Station that would cause the FCC to delay or deny its consent to the assignment of the Station's Licenses to Purchaser hereunder. Subject to the Communications Act of 1934 (the "Communications Act"), and the rules and regulations promulgated thereunder (the "FCC Rules and Regulations"), the Station's Licenses are assignable from Seller to Purchaser;
- e) to Seller's Knowledge, no proceedings are now pending before any governmental authority with respect to the Station, other than proceedings of general applicability;
- f) that there are no contracts of employment, contracts for libraries, shows, or management, which may not be terminated at will, except as disclosed to the Purchaser;
- g) that Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the state of Missouri and that the Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof, subject to the approval of the FCC and Fidelity Bank;
- h) that the execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller and that this Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

- i) that neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements or the consummation by Seller of any of the transactions contemplated hereby or thereby nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Seller or (ii) require the approval, consent or authorization of any third party except the FCC and Fidelity Bank.
- j) that Seller has good and marketable fee simple title to the Real Property, that such Real Property is accessible by a public way and that it shall be conveyed by warranty deeds free and clear of any encumbrances except as set forth on Schedule B-II of any title commitment associated with the Real Property.
- k) that Seller will not enter into any contract or commitment relating to the Station or the Assets, or incur any obligation (including obligations relating to the borrowing of money or the guaranteeing of indebtedness) that will be binding on Buyer after Closing, except for cash time sales agreements made in the ordinary course of business.
- l) that all reports and statements that the Station is currently required to file with the FCC or with any other governmental agency have been filed. All of such reports and statements are substantially complete and correct as filed. Seller has paid to the FCC all annual regulatory fees payable with respect to the FCC Licenses required to be paid by Seller.
- m) To the best of Seller's knowledge, without independent investigation, Seller has not received any notice of any radon, lead based paint, asbestos, hazardous or toxic materials, wastes, underground storage tanks, railroad derailments or spills, or substances or contamination in, on, or under the Real Property or the improvements thereon from any governmental agency.

For purposes of this Agreement and any document delivered at Closing, whenever the phrases "Knowledge", "to the best of Seller's knowledge", or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only (and not any implied, imputed or constructive knowledge), without any independent investigation having been made or any implied duty to investigate, of Andrew Saltzman. Such individual shall have no personal liability hereunder.

5. WARRANTIES OF PURCHASER: The Purchaser warrants to the Seller as follows:

- a) that the Purchaser has a right to enter into this Agreement as set forth herein;
- b) that there are no pending or threatened suits, arbitrations, proceedings, claims or governmental investigations known to Purchaser in equity or actions at law against said Purchaser that would prevent Purchaser from completing the transactions contemplated herein;

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- c) that there is no fact or condition known to Purchaser that would, under the Communications Act of 1934, as amended, and the existing rules, regulations and policies of the FCC, disqualify Purchaser as owner and operator of the Station or constitute grounds for the filing of a petition to deny or objection related to the qualifications of Purchaser or that would reasonably be expected to result in a delay of the Application;
- d) that to Purchaser's knowledge, no waiver of any FCC rule, regulation or policy existing as of the date of this Agreement will be required, with respect to Purchaser, to obtain a grant of the Application;
- e) that Purchaser represents and warrants to Seller, and acknowledges and agrees, that it is not relying on any statements, representations, warranties, promises, covenants, documents or agreements of the Seller or any of its parents, subsidiaries, affiliates, officers, members, managers, agents or representatives (collectively, the "Seller Affiliates"), whether written or oral, in entering into this Agreement, other than as may be expressly set forth herein;
- f) that the Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the state of Missouri and that the Purchaser has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Purchaser pursuant hereto (collectively, the "Purchaser Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof, subject to the approval of the FCC;
- g) that the execution, delivery and performance of this Agreement and the Purchaser Ancillary Agreements by Purchaser have been duly authorized and approved by all necessary action of Purchaser and do not require any further authorization or consent of Purchaser and that this Agreement is, and each Purchaser Ancillary Agreement when executed and delivered by Purchaser and the other parties thereto will be, a legal, valid and binding agreement of Purchaser enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and
- h) that neither the execution and delivery by Purchaser of this Agreement and the Purchaser Ancillary Agreements or the consummation by Purchaser of any of the transactions contemplated hereby or thereby nor compliance by Purchaser with or fulfillment by Purchaser of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Purchaser or (ii) require the approval, consent or authorization of any third party except the FCC.

Purchaser further represents and warrants to Seller, and acknowledges and agrees, that it has had an adequate opportunity to inspect and investigate the Assets and the Station, including, but not limited to, the real estate that constitutes part of the Assets and the structures, buildings, towers, improvements and equipment located thereon, and to conduct thorough due diligence of the Assets, the Seller and the business of Seller and its operations and to ask questions of the Seller, including any Seller Affiliates, and that Purchaser is satisfied with such due diligence and inspection and investigation.

6. APPLICATION: It is contemplated by this Agreement that the Seller and the Purchaser shall cooperate in connection with the preparation, filing, and processing to a successful conclusion of the application required by the FCC, looking toward authorization to transfer and assign the FCC License of the Station from Seller to Purchaser (the "Application"). To this end, the parties hereto agree that they shall expend their reasonable efforts and give their cooperation in the preparation and processing of the Application, aforesaid, that neither of them will in any way intentionally hinder or delay the filing or the processing or the decision of the FCC in connection with the Application, and that each of them shall promptly prepare its part to the Application together with the necessary exhibits and take such steps as shall be requisite to insure the prompt filing of said Application. Each of the parties hereto shall pay the legal fees which he or it shall incur by reason of the preparation of this Agreement and the Application for assignment of the FCC License, to be filed with the FCC. Purchaser shall pay (or reimburse Seller, as the case may be) one-half (1/2) of the FCC filing that is payable in connection with the Application and the transactions related thereto. Purchaser shall pay (or reimburse Seller, as the case may be) the filing fee for reservation of a call sign of Purchaser's choosing which Seller shall reserve (if available) in the FCC call sign reservation system immediately following the acceptance for filing of the FCC assignment application, subject to the payment (or reimbursement to Seller) by Purchaser of the filing fee, such change of call sign to be effective upon Closing of the transaction contemplated herein. Each side shall pay its own attorneys' fees associated with the Application.

7. FURNISHING DOCUMENTS AND INFORMATION: The Seller and the Purchaser shall render reasonable assistance to each other and the attorneys for each of them shall furnish expeditiously information, documents, exhibits and other matters and things requisite for submission to the FCC in connection with the Application, and reasonably called for by the attorneys representing them or either of them before the FCC.

8. BANK ACCOUNTS AND CASH ON HAND: Bank accounts and cash on hand at the close of the business day of the Closing hereunder, petty cash, items under process of collection, credits of officers and directors, shall all belong to and remain with the Seller.

9. ACCOUNTS RECEIVABLE: At the close of business on the day of the Closing hereunder, all accounts receivable shall belong to and remain with the Seller.

10. ACCOUNTS PAYABLE: Accounts payable shall be retained by the Seller on the Closing Date.



11. TRANSFER: At the Closing, which shall take place within fifteen (15) days after the initial grant by the FCC of the assignment of the FCC License contemplated hereunder, (the "Closing"), the Seller shall deliver to the Purchaser a Bill of Sale in the form of Exhibit C hereto (the "Bill of Sale"), together with other forms of Assignments necessary to convey the Licenses and intangible assets, and shall convey good and marketable title to the tangible and intangible assets described in the Bill of Sale free and clear of all liens (except for (i) liens disputed by Seller in good faith, for which funds shall be placed in escrow at Closing in the event such liens must be satisfied, and (ii) liens for current taxes not yet due and payable) and encumbrances. Seller will assign the FCC License to operate KRFT -AM to the Purchaser when authorized to do so by the FCC by an Assignment of Licenses and FCC Authorizations, in a form to be mutually agreed upon by Purchaser and Seller. Seller shall deliver to Purchaser such bills of sale, assignments, deeds, documents of title and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Assets to Purchaser and Purchaser shall deliver to Seller such instruments of assumption as may be necessary to assume any liabilities associated with the Assets.

12. INSURANCE: Insurance shall be maintained by the Station against all hazards which have heretofore been subject to insurance. In the event of any damage or destruction of the Station, the Seller shall collect the insurance and shall have the option to (a) terminate this Agreement, or (b) use the amount received therefrom to restore such property to its former condition as nearly as may be, provided however that Seller shall have no obligation to spend more than the insurance proceeds in order to accomplish such restoration. If Seller elects option (b) above, Purchaser shall be obligated to proceed with the Closing hereunder provided the Seller has completed the restoration of such property to its former condition as nearly as may be.

13. PROTESTS: Should an opposition or protest (formal or informal) be lodged with or made by the FCC on account of the proposed transfer or assignment, it shall be the duty of the parties hereto to cooperate in an effort to have said FCC authorize the transfer or assignment contemplated hereby. However, the cost of defending against any such action shall be borne by the party accused or charged therein and if both parties hereto should be charged, each shall hire his own counsel and make his own defense. The parties, as aforesaid, shall continue to cooperate until and unless the interest of the parties should become incompatible.

14. COMMISSIONS, CLOSING EXPENSES: The parties hereby acknowledge and agree that no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement. Each party shall be responsible for their respective legal, accounting and other professional fees associated with the transaction. In accordance with local practice, Purchaser shall pay for the expense of obtaining an updated title commitment for the real property being conveyed. Purchaser and Seller shall share equally the cost of the owner's title insurance premium. Purchaser shall pay the recording fees and Seller shall pay any documentary stamp taxes associated with the recording of the warranty deed for the real property. Purchaser shall be responsible for any expenses associated with recording any mortgage or other financing secured by the real property. Seller shall be responsible for any expenses associated with recording any release of existing mortgages or release of existing financing statements.

15. RISK OF LOSS OR DAMAGE: The risk of loss or damage, by fire or other casualty, to the property and business which is the subject of this Agreement, shall remain with the Seller until the Closing and thereafter shall be assumed and retained by Purchaser.

16. TERMINATION AND CLOSING: Closing shall take place pursuant to this Agreement upon the initial grant by the FCC approving the assignment of the FCC License for the Station to Purchaser. Closing shall be made at the business office of the Seller at 12:00 p.m. noon on the fifteenth day following such initial grant by the FCC, if the parties are unable to agree upon an earlier date and time (the "Closing Date"). The parties shall execute an "unwind" agreement at Closing to address any action taken by the FCC after initial grant but prior to "Finality" with respect to the assignment of the FCC Licenses in the form attached as Exhibit D.

In the event that such initial grant is not obtained by December 31, 2009 through no fault of Purchaser and if Purchaser has not made any misrepresentations or breached any of its warranties, covenants or obligations hereunder, then:

- (a) The Escrow Deposit and any accrued interest thereon shall be returned to Purchaser; and
- (b) This Agreement otherwise will terminate and have no further force or effect (provided nothing herein shall limit Purchaser's reimbursement and/or payment obligations to Seller with respect to expenses and filing and application fees as contemplated in this Agreement).

17. BREACH BY PURCHASER; LIQUIDATED DAMAGES: In the event that (a) the Closing of the transactions contemplated herein does not take place by the date that is fifteen (15) days following the initial grant of the Application by the FCC, and (b) Purchaser has made a misrepresentation or breached any of its warranties, covenants or other obligations hereunder, then under such circumstances, the Seller shall be entitled to retain the Deposit of \$60,000.00 as and for liquidated damages herein (the "Liquidated Damages") (this amount being in addition to any reimbursement or payment of Seller's expenses by Purchaser as contemplated in this Agreement), and this Agreement shall thereafter be of no further force or effect and Seller shall have no further obligations to Purchaser (provided nothing herein shall limit Purchaser's reimbursement and/or payment obligations to Seller with respect to expenses and filing and application fees as contemplated in this Agreement). Seller acknowledges that its damages in the event of termination of this Agreement under this provision would be difficult to determine and that the Liquidated Damages are a reasonable and satisfactory substitution for the amount of such damages.

18. BREACH BY SELLER; SPECIFIC PERFORMANCE: In the event that (a) Purchaser has not made any misrepresentations hereunder and has not breached any of its warranties, covenants or other obligations hereunder, and (b) Seller refuses to close the transactions contemplated herein by the date that is fifteen (15) days following the initial grant of the Application by the FCC (other than in connection with an alleged misrepresentation or breach by Purchaser), then Purchaser shall be entitled to either terminate this Agreement, in which case the Escrow Deposit

shall be returned to Purchaser and Purchaser shall have no further rights or claims against Seller thereafter (provided nothing herein shall limit Purchaser's reimbursement and/or payment obligations to Seller with respect to expenses and filing and application fees as contemplated in this Agreement), or, in the alternative, Purchaser shall be entitled to specific performance to compel Seller to complete the transactions contemplated in this Agreement (provided (i) nothing herein shall limit Purchaser's reimbursement and/or payment obligations to Seller with respect to expenses and filing and application fees as contemplated in this Agreement, and (ii) Seller shall not be required to expend any funds to comply with the terms of this Agreement and under such circumstances Purchaser may not be held liable for any breach hereunder) and upon consummation of such transactions, including delivery of the Purchase Price to Seller, this Agreement shall thereafter be of no further force or effect and Purchaser shall have no further obligations to Seller. This provision reflects Purchaser's exclusive remedies against Seller under this Agreement. The parties acknowledge that the operation of the Station is of a special, unique and extraordinary character and that specific performance as contemplated above is an appropriate remedy hereunder.

19. LIMITATION OF LIABILITY: EXCEPT WITH REGARD TO CLAIMS INDEMNIFIABLE UNDER THE "INDEMNIFICATIONS" PROVISION BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNT OF THE INITIAL PAYMENT HEREUNDER.

20. LAW GOVERNING: This contract shall be construed under the laws and decisions of the State of Missouri and the rules and regulations of the FCC.

21. PERPETUATION: The representations, warranties, covenants and agreements in this Agreement shall survive Closing for a period of six (6) months from the Closing Date, except as otherwise provided in Section 3 of this Agreement. If within such 6-month period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations.

22. INDEMNIFICATIONS:

(a) From and after the Closing, Seller shall defend, indemnify and hold harmless Purchaser from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Purchaser arising out of or resulting from the operation of the Station prior to the Closing Date.

(b) From and after the Closing, Purchaser shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: the operation of the Station on or after the Closing Date.

(c) If any action, suit or proceeding shall be commenced by a third party against Purchaser or Seller, as the case may be, in respect of which Purchaser or Seller proposes to seek indemnification from the other under this Section 22 (a "Third -Party Claim"), then such party shall promptly notify the party from whom indemnification is sought (hereinafter the "Indemnifying Party") to that effect. The Indemnifying Party shall have the obligation, at its own expense, to assume control of the defense of such Third-Party Claim, and the other party shall cooperate with all reasonable requests of the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred as the result of a request by the Indemnifying Party. The other party shall have the right to participate in the defense of such claim at its own expense. If a Third-Party Claim requires immediate action, then the parties will make every effort to reach a decision with respect thereto as expeditiously as possible. If the Indemnifying Party fails to assume control or otherwise participate in the defense of any Third -Party Claim, then it shall continue to be obligated by the terms of this Section 22 and shall be bound by the results obtained by the other party with respect to such Third-Party Claim. No settlement of a Third -Party Claim may be made by the Indemnifying Party without the written consent of the party being indemnified.

23. ADDITIONAL DOCUMENTS: The parties hereto agree to execute such and further papers and documents as may be reasonably expected to carry out the letter and spirit of this Agreement and, subject to the other covenants of this Agreement, to assign, at the time of Closing, all of the Assets agreed by this contract to be transferred.

24. NOTICES: Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the day after delivery to a nationally recognized overnight courier service if sent by overnight delivery for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Big Stick Three, LLC  
3350 Peachtree Road  
Suite 1610  
Atlanta, GA 30326  
Attn: Andrew Saltzman

with a copy (which shall not constitute notice) to:

Mintz, Levin, Cohn, Ferris, Glovsky  
and Popeo, P.C.  
One Financial Center, 40<sup>th</sup> Floor  
Boston, MA 02111  
Attn: Bram Shapiro, Esq.

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if to Purchaser, then to:

Dennis Watkins, Trustee  
Entertainment Media Trust  
6500 West Main Street, Suite 315  
Belleville, IL 62220

with a copy (which shall not  
constitute notice) to:

Anthony T. Lepore, Esq., P.A.  
4101 Albemarle Street NW, Suite 324  
Washington, DC 20016  
(202) 470-0829

25. ENTIRE AGREEMENT: This Agreement contains the full and complete agreement, contract or understanding between the parties with respect to the matters contemplated herein, hereby revoking any and all previous contracts, agreements or understanding between them. Any changes or modifications of this Agreement to be valid must be reduced to writing and signed by the parties hereto. Such changes or modifications shall be filed with the FCC promptly where required.

26. MISCELLANEOUS: (a) This Agreement may not be modified except by a writing signed by each of the parties; (b) in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal or other unenforceable provision had never been contained herein; (c) this Agreement may not be assigned without the prior consent of the other party; (d) this Agreement shall be binding upon the and shall inure to the benefit of the parties hereto and their successors and permitted assigns; (e) this Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

27. CONFIDENTIALITY: Subject to the requirements of applicable law, all non -public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

*[Signature Page to Follow]*

**REDACTED FOR PUBLIC INSPECTION**

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed as of the day and year first above written.

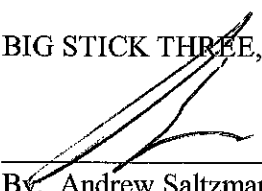
**PURCHASER:**

**DENNIS J. WATKINS, TRUSTEE  
ENTERTAINMENT MEDIA TRUST**

\_\_\_\_\_  
Dennis J. Watkins

**SELLER:**

**BIG STICK THREE, LLC**

  
\_\_\_\_\_  
By: Andrew Saltzman  
Its: Manager

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**EXHIBIT A**

1. FCC license to operate KRFT-AM, 1190 KHz, DeSoto, Missouri
2. All of the Seller's broadcast equipment, personal property, and tangible assets located at the Station's tower site, which shall include the towers, the transmitter and the structure in which the transmitter is located and which shall include, but not be limited to, the following:

TOWERS (5) KRFT
DOGHOUSES AROUND TOWER
ENERGY ONIX PULSAR 1000 TRANSMITTER
BE AM 10A TRANSMITTER
BE SPARE MODULES POWER SUPPLY AND POWER MODULE
PHASETEK 10KW PHASER
BELAR AM MOD MONITOR
POTOMIC INSTRUMENTS ANTENNA MONITOR MODEL 1901
ORBAN MODEL 9200/U
ORBAN MODEL 9000
BURK ARC16
DELL OPTIPLEX GX280
KAY INDUSTRIES PHASE MASTER PHASE CONVERTER MODEL T-10000
AC UNIT FLOOR MODEL

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AC UNIT WALL MODEL
FIELD INTENSITY METERS
BASE CURRENT METERS
BURK ARC-16 STUDIO UNIT
MISC. OPERATING MANUALS FOR EQUIPMENT
SAGE EAS UNIT

All the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station's local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, and studio and transmitter operator logs.

3. [INSERT DESCRIPTION OF REAL PROPERTY]

Subject to building lines, easements, conditions, and restrictions of record, if any.



IN WITNESS WHEREOF, each of the parties has caused this Deposit Escrow Agreement to be executed by its duly authorized representative as of the date first written above.

BUYER:

DENNIS WATKINS, AS TRUSTEE OF THE  
 ENTERTAINMENT MEDIA TRUST, AN  
 ILLINOIS TRUST

*Dennis F. Watkins, trustee*  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

SELLER:

BIG STICK THREE, LLC

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

ESCROW AGENT:

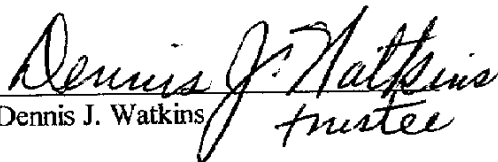
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY & POPEO, P.C.

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed as of the day and year first above written.

PURCHASER:

DENNIS J. WATKINS, TRUSTEE  
ENTERTAINMENT MEDIA TRUST

  
Dennis J. Watkins trustee

SELLER:

BIG STICK THREE, LLC

---

By: Andrew Saltzman  
Its: Manager

Population: 2,229,000 (Black 18.1%; Hispanic 1.8%)

	SUMMER '08	FALL '08	WINTER '08-09	SPRING '09	STATION	FORMAT	OWNER	FREQ.	POWER	CUME PERSONS (In Millions)	12-17 RANK	18-34 RANK	35-49 RANK	50-64 RANK	65+ RANK	WEEKLY TIME SPENT LISTENING	NATIONAL RANK
6.3	7.7	7.0	6.8		KMOX-AM	News/Talk	CBS Radio	1120	50kw	3478	18	18	16	14	3	8:00	IRS
6.3	6.1	6.0	6.4		KEZK-FM	AC <sup>1</sup>	CBS Radio	102.5	100kw	3611	12	8	9	5	1	6:30	KATZ
5.1	4.8	5.3	5.8		KSLZ-FM	CHR/Top 40	Clear Channel	107.7	100kw	4070	1	1	3	10	15	5:00	CCRS
5.5	4.9	5.2	5.3		WIL-FM	Country	Bonneville	92.3	100kw	3548	7	7	4	3	4	6:30	CHR
5.4	4.4	5.0	5.1		WARH-FM	Adult Hits	Bonneville	106.5	90kw	3107	7	5	1	1	5	6:15	CHR
4.5	4.1	4.8	5.0		KSHE-FM	Rock	Emmis	94.7	100kw	2625	9	8	2	2	1	7:15	D&R
3.8	4.4	4.3	4.6		KMJM-FM	Urban AC	Clear Channel	104.9	7.8kw	1865	5	8	9	6	8	9:00	CCRS
3.6	4.1	4.1	4.5		WFUN-FM	Urban AC	Radio One	95.5	24.5kw	2007	11	11	12	9	6	8:00	CHR
3.3	3.6	3.9	4.0		KYKY-FM	Hot AC	CBS Radio	98.1	90kw	3250	4	12	6	4	9	4:45	KATZ
3.8	4.0	3.7	3.9		KSD-FM	Country	Clear Channel	93.7	100kw	2825	9	6	8	7	12	5:15	CCRS
2.6	3.4	3.4	3.8		KATZ-FM	Urban	Clear Channel	100.3	50kw	2248	3	2	6	13	15	6:00	CCRS
2.9	2.9	3.4	3.6		KIHT-FM	Classic Hits	Emmis	96.3	80kw	2119	15	13	12	7	6	6:15	D&R
3.8	3.2	3.3	3.3		KFTK-FM	Talk	Emmis	97.1	100kw	1716	15	14	14	12	11	7:30	D&R
4.7	3.8	3.5	3.3		KLOU-FM	Classic Hits	Clear Channel	103.3	100kw	3040	12	15	15	14	10	4:30	CCRS
3.2	3.3	3.3	3.3		KPNT-FM	Alternative	Emmis	105.7	100kw	2218	5	3	5	11	14	5:45	D&R
2.8	3.4	3.1	3.0		WHHL-FM	Urban	Radio One	104.1	39kw	2503	2	4	9	16	18	5:00	D&R
5.1	4.5	3.0	2.4		KTRS-AM	News/Talk	CH Holdings	550	5kw	1926	18	16	17	17	13	6:00	MCG
2.0	1.8	1.8	2.1		KFUO-FM	Classical	Lutheran Church	99.1	100kw	1212	15	18	19	19	20	6:00	—
1.9	1.4	1.5	1.6		KATZ-AM	Gospel	Clear Channel	1600	5kw	772	12	17	18	18	15	7:30	CCRS

<sup>1</sup> Was all Christmas music from November 20-December 25

OWNERSHIP SHARE (By AQH 12+ Share)	OWNERSHIP SHARE (By AQH 18-34 Share)	OWNERSHIP SHARE (By AQH 25-54 Share)
Channel 21.7 CBS Radio 16.9 Emmis 14.8 Bonneville 10.2 Radio One 7.3 CH Holdings 3.0 Lutheran Church 1.8	Clear Channel 30.9 Emmis 15.6 Bonneville 11.4 Radio One 11.0 CBS Radio 8.6 CH Holdings 1.3	Clear Channel 21.1 Emmis 19.2 CBS Radio 13.3 Bonneville 12.9 Radio One 7.1 CH Holdings 2.1

Latest Arbitron Ratings: [www.radioandrecords.com](http://www.radioandrecords.com)

**Attachment C**



**REDACTED FOR PUBLIC INSPECTION**  
**UNITED STATES OF AMERICA**  
**FEDERAL COMMUNICATIONS COMMISSION**  
**WASHINGTON, D.C. 20554**

(FOR CHIEF, AUDIO DIVISION, MEDIA BUREAU)

DATE: 11/16/2009

<input checked="checked" type="checkbox"/> <b>CONSENT TO ASSIGNMENT:</b>  <input type="checkbox"/> <b>CONSENT TO TRANSFER:</b>	<b>FROM:</b> BIG STICK THREE, LLC  <b>TO:</b> ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE
<b>Licensee/Permittee:</b> (for transfer only)	

<u>CLASS</u>	<u>SIGN</u>	<u>FACILITY ID</u>	<u>FILE#</u>	<u>STATION LOCATION</u>	<u>AUXILIARY STATIONS</u>
AM	KQQZ	5281	BAL-20090925ABD	FAIRVIEW HEIGHTS, IL	ALL CURRENTLY AUTHORIZED AUXILIARY STATIONS

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 90 days from the date hereof, and notice in letter form thereof shall promptly be furnished to the Commission by the seller or buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323, Ownership Report, must be filed within 30 days after consummation, by the licensee/permittee or assignee.

**ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:**

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

**Attachment D**

**REDACTED FOR PUBLIC INSPECTION**

**From:** Annette Smith <[Annette.Smith@fcc.gov](mailto:Annette.Smith@fcc.gov)>  
**To:** "[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)" <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>  
**Cc:** "[Taft.Snowdon@fcc.gov](mailto:Taft.Snowdon@fcc.gov)" <[Taft.Snowdon@fcc.gov](mailto:Taft.Snowdon@fcc.gov)>  
**Sent:** Tuesday, December 29, 2009, 12:04:32 PM EST  
**Subject:** WFFX(AM)

Mr. Lepore:

Please amend the assignment application for WFFX(AM) East St. Louis, IL regarding the following:

Is this an irrevocable trust? If not, under what circumstances can the beneficiary remove the trustee?

*Annette Smith*

*Communications Analyst*

*Federal Communications Commission*

*445 12th Street, SW*

*Washington, DC*

*(202) 418-2763*

**REDACTED FOR PUBLIC INSPECTION**

## **Attachment E**



**REDACTED FOR PUBLIC INSPECTION**

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0031 (June 2014)	FOR FCC USE ONLY
<b>FCC 314</b>		
<b>APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE</b>		FOR COMMISSION USE ONLY FILE NO. BAL - 20091103ABM
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1.	Legal Name of the Licensee/Permittee SIMMONS-AUSTIN, LS, LLC		
	Mailing Address 515 S. 700 E. #1C		
	City SALT LAKE CITY	State or Country (if foreign address) UT	Zip Code 84102 -
	Telephone Number (include area code) 8015242600		E-Mail Address (if available)
	FCC Registration Number: 0010736262	Call Sign WFFX	Facility ID Number 72815
2.	Contact Representative (if other than licensee/permittee) CHRISTINA H. BURROW		Firm or Company Name DOW LOHNES PLLC
	Mailing Address 1200 NEW HAMPSHIRE AVENUE, NW SUITE 800		
	City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20036 -
	Telephone Number (include area code) 2027762000		E-Mail Address (if available) CBURROW@DOWLOHNES.COM
3.	Legal Name of the Assignee ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE		
	Mailing Address 6500 WEST MAIN STREET SUITE 315		
	City BELLEVILLE	State or Country (if foreign address) IL	ZIP Code 62223 -
	Telephone Number (include area code) 6183949965		E-Mail Address (if available)
4.	Contact Representative (if other than assignee) ANTHONY T. LEPORE, ESQ.		Firm or Company Name ANTHONY T. LEPORE, ESQ., P.A.
	Mailing Address P.O. BOX 823662		
	City SOUTH FLORIDA	State or Country (if foreign address) FL	Zip Code 33082 - 3662
	Telephone Number (include area code) 9544332126		E-Mail Address (if available) ANTHONY@RADIOTVLAW.NET
5.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input checked="" type="radio"/> Other AMENDMENT <input type="radio"/> N/A (Fee Required)		

**REDACTED FOR PUBLIC INSPECTION**

6.	<b>Purpose of Application:</b> <input type="radio"/> Assignment of license <input type="radio"/> Assignment of construction permit <input checked="" type="radio"/> Amendment to pending application File number of pending application: - If an amendment, <b>submit as an Exhibit</b> a listing by Section and Question Number of the portions of the pending application that are being revised.	[Exhibit 1]
7.	Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)? If yes, list pertinent authorizations in an Exhibit.	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 2]
8.	a. Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?  b. If yes to 8(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system? If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a).  c. LPFM Licenses Only: Has the assignor held the station license and operated the station for at least three years?	<input type="radio"/> Yes <input checked="" type="radio"/> No  <input type="radio"/> Yes <input type="radio"/> No [Exhibit 3]  <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
9.	a. Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?  b. If yes to 9(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant?  c. If no to 9(b), do both the assignor/transferor and assignee/transferee qualify for the Tribal Priority in all respects?  If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the established Tribal Priority holding period restrictions, or that the policy should be waived.	<input type="radio"/> Yes <input type="radio"/> No  <input type="radio"/> Yes <input type="radio"/> No  <input type="radio"/> Yes <input type="radio"/> No [Exhibit 4]

**Section II - Assignor**

1.	<b>Certification.</b> Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	<b>Authorizations to be Assigned.</b> List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.  [Enter Station Information]  <hr/> List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or	

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TV translator stations, LPTV stations, FM and/or TV booster stations.				
Facility ID Number	Call Sign	or Construction Permit File Number	City	State
72815	WFFX	-	EAST ST. LOUIS	IL
3. <b>Agreements for Sale of Station.</b> Licensee/permittee certifies that: a. it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s); b. these documents embody the complete and final understanding between licensee/permittee and assignee; and c. these agreements comply fully with the Commission's rules and policies. <b>Exhibit Required</b>				
4. <b>Other Authorizations.</b> List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.				
5. <b>Character Issues.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.				
6. <b>Adverse Findings.</b> Licensee/permittee certifies that, with respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.				
7. <b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.				
8. <b>Auction Authorization.</b> Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.				
9. <b>Anti-Drug Abuse Act Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.				
10. <b>Anti-Discrimination Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated AM, FM, TV, Class A TV or international broadcast stations.				

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing BRET J. LEIFSON	Typed or Printed Title of Person Signing MANAGER
Signature	Date 11/04/2009

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

### Section III - Assignee

1.	<b>Certification.</b> Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Assignee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input checked="" type="radio"/> other	
	a. If "other", describe nature of applicant in an Exhibit.	[Exhibit 11]
	b. Radio Station applicants only: If the station(s) being assigned is noncommercial educational or LPFM, the assignee certifies that the Commission had previously granted a broadcast application, identified here by file number, that found this assignee qualified as a noncommercial educational entity with a qualifying educational program, and that the assignee will use the station(s) to advance a program similar to that the Commission has found qualifying in the assignee's previous application.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A FCC File Number -
	c. Radio Station applicants only: Proposed assignees of noncommercial educational or LPFM stations that answered "No" to Question 2(b) must include an exhibit that describes the assignee's educational objective and how the station will be used to advance an educational program that will further that objective according to 47 C.F.R. Section 73.503 (for radio applicants), 47 C.F.R. Section 853 (for LPFM applicants).	[Exhibit 12]
3.	<b>Agreements for Sale of Station.</b> Assignee certifies that: a. the written agreements in the licensee/permittee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned; and b. these agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 13]
4.	<b>Parties to the Application.</b> a. List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.  (1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.      (2) Citizenship. (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's <b>equity/debt plus</b> standard., etc.      (4) Percentage of votes. (5) Percentage of total assets (debt plus equity). [Enter Parties/Owners Information]	
<p style="text-align: center;"><b>4a. Parties to the Application</b></p> <p>List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity.</p>		

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- (1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.
- (2) Citizenship.
- (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard., etc.
- (4) Percentage of votes.
- (5) Percentage of total assets(debt plus equity).

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE, 6500 W. MAIN STREET #315, BELLEVILLE, IL 62223	US	TRUSTEE	100	100

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
STEPHEN ROMANIK, II, 6500 W. MAIN STREET #315, BELLEVILLE, IL 62223	US	BENEFICIARY OF TRUST	0	0

or [Exhibit 14]

- b. Assignee certifies that equity interests not set forth above are non-attributable.

☐ Yes ☐ No  
☒ N/A

See Explanation in  
[Exhibit 15]

5. **Other Authorizations.** List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.

☐ N/A  
[Exhibit 16]

6. **Multiple Ownership.**

- a. Is the assignee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?

☐ Yes ☒ No

[Exhibit 17]

If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.

- b. Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.

☒ Yes ☐ No

[Exhibit 18]

AM and/or FM Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).

**All applicants:** If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.

- c. Assignee certifies that the proposed assignment:

- does not present an issue under the Commission's policies relating to media interests of immediate family members;
- complies with the Commission's policies relating to future ownership interests; and
- complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.

☒ Yes ☐ No

See Explanation in  
[Exhibit 19]

- d. Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set

☐ Yes ☒ No

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	<p>forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) more than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p> <p><b>All applicants:</b> If "Yes," submit as an Exhibit a detailed showing demonstrating proof of status as an eligible entity.</p>	<p>See Explanation in [Exhibit 20]</p>
	<p>e. Does this assignment include a grand-fathered cluster of stations?</p> <p><b>All applicants:</b> If "Yes", applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
	<p>A. An Eligible Entity (as defined in Item 6d, above).</p> <p>B. An Irrevocable Trust that will assign the station(s) to an Eligible Entity.</p> <p><b>All applicants:</b> If "Yes" to Item 6e A or B: Submit as an Exhibit a copy of the form of irrevocable trust agreement providing for the assignment of the station(s) to an Eligible Entity.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 21]</p>
	<p>7. <b>Character Issues.</b> Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 22]</p>
	<p>8. <b>Adverse Findings.</b> Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 23]</p>
	<p>9. <b>Alien Ownership and Control.</b> Assignee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 24]</p>
	<p>10. <b>Financial Qualifications.</b> Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 25]</p>
	<p>11. <b>Program Service Certification.</b> Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
	<p>12. <b>Auction Authorization.</b> Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 26]</p>
	<p>13. <b>Anti-Drug Abuse Act Certification.</b> Assignee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
	<p>14. <b>Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p>



**REDACTED FOR PUBLIC INSPECTION**

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DENNIS J. WATKINS	Typed or Printed Title of Person Signing TRUSTEE
Signature	Date 12/29/2009

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Exhibits****Exhibit 1**

**Description:** PURPOSE OF AMENDMENT

THIS AMENDMENT IS BEING MADE PURSUANT TO FCC STAFF INQUIRY TO FURTHER CLARIFY SECTION III, QUESTION 4 TO CERTIFY THAT THE ASSIGNEE TRUST IS IRREVOCABLE AND THE TRUSTEE CANNOT BE REMOVED BY THE BENEFICIARY.

**Attachment 1****Attachment 5**

Description
<a href="#">APA for sale of WFFX</a>
<a href="#">escrow agreement</a>

**Attachment 6**

Description
<a href="#">other media exhibit</a>

**Exhibit 7**

**Description:** EXHIBIT 6

ON OCTOBER 22, 2009, DARYL ONEAL FILED AN INFORMAL OBJECTION AGAINST AN APPLICATION FOR CONSENT TO ASSIGN THE LICENSES FOR FOUR RADIO STATIONS IN THE WACO, TEXAS MARKET FROM SIMMONS-AUSTIN, LS, LLC TO M&M BROADCASTERS, LTD. IN HIS INFORMAL OBJECTION, MR. ONEAL ALLEGED THAT SIMMONS-AUSTIN, LS, LLC MISREPRESENTED FACTS TO THE COMMISSION IN CONNECTION WITH AN INQUIRY INTO THE OPERATION OF KSLG(AM), ST. LOUIS, MISSOURI, AND FAILED TO COMPLY WITH A CONSENT DECREE. ON OCTOBER 30, 2009, SIMMONS-AUSTIN, LS, LLC SUBMITTED AN ANSWER TO THE INFORMAL OBJECTION DEMONSTRATING THAT THE ALLEGATIONS ARE WITHOUT MERIT. GIVEN THE SPECIOUS NATURE OF THE INFORMAL OBJECTION, THE APPLICANT PROVIDES THIS DISCLOSURE SIMPLY OUT OF AN ABUNDANCE OF CAUTION. SEE COOSA VALLEY NEWS, INC., 23 FCC RCD 9146 (MB 2008) (HOLDING THAT A REPORTABLE OBLIGATION DOES NOT ARISE UNTIL THE COMMISSION DETERMINES THAT A CHARACTER ALLEGATION HAS MERIT AND IS DESIGNATED FOR HEARING), CITING GREATER MUSKEGON BROADCASTERS, INC., 11 FCC RCD 15464 (1996).

**Attachment 7**

**REDACTED FOR PUBLIC INSPECTION****Exhibit 11****Description:** DESCRIPTION OF ASSIGNEE

ASSIGNEE IS THE TRUSTEE OF A TRUST ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS.

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**Attachment 11****Exhibit 13****Description:** AGREEMENTS FOR SALE

SEE PART II, EXHIBIT 4

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**Attachment 13****Exhibit 16****Description:** OTHER AUTHORIZATIONS

ASSIGNEE IS THE LICENSEE OF WXOZ (AM), HIGHLAND, IL FACILITY ID#90598, AND KZQZ (AM), ST. LOUIS, MO FACILITY ID#72391, AND THE PROPOSED ASSIGNEE OF KRFT (AM), UNIVERSITY CITY, MO FACILITY ID#5281 UNDER BAL-20090925ABD WHICH HAS BEEN ACCEPTED FOR FILING BUT NOT YET GRANTED.

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**Attachment 16****Exhibit 18****Description:** COMPLIANCE WITH 73.3555

THE ASSIGNEE IS THE LICENSEE OF TWO OTHER RADIO STATIONS, WXOZ (AM) FACILITY ID#90598, HIGHLAND, ILLINOIS (COUNTY: MADISON, ILLINOIS), AND KZQZ (AM), FACILITY ID#72391, ST. LOUIS, MO (COUNTY: NONE) AND THE PROPOSED ASSIGNEE OF KRFT (AM), FACILITY ID#5281, UNIVERSITY CITY, MO (COUNTY: ST. LOUIS) UNDER BAL-20090925ABD, ALL OF WHICH ARE LICENSED TO A COMMUNITIES WHICH ARE GEOGRAPHICALLY WITHIN THE ST. LOUIS, MISSOURI ARBITRON METRO. ACCORDING TO ATTACHED EXHIBIT, THERE ARE AT 52 COMMERCIAL AND 18 NON-COMMERCIAL RADIO STATIONS(FOR A TOTAL OF 70 STATIONS) LICENSED TO THE ST. LOUIS, MISSOURI ARBITRON METRO. CONSEQUENTLY, SINCE THIS METRO MARKET HAS MORE THAN 45 RADIO STATIONS, THE ASSIGNEE'S OWNERSHIP OF FOUR (4) AM STATIONS IN THIS METRO MARKET COMPLIES WITH THE LOCAL RADIO OWNERSHIP RULE, 47 C.F.R. SECTION 73.3555(A)(1)(I). THERE IS NO PRINCIPAL COMMUNITY CONTOUR OVERLAP BETWEEN THE SUBJECT STATION AND THE PRINCIPAL COMMUNITY CONTOUR OF ANY RADIO STATION ATTRIBUTABLE TO THE ASSIGNEE OR PARTIES TO THE ASSIGNEE WHICH IS LICENSED TO A COMMUNITY OUTSIDE OF AN ARBITRON METRO MARKET. CONSEQUENTLY, NO INTERIM CONTOUR OVERLAP ANALYSIS IS REQUIRED.

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**Attachment 18**

Description
<a href="#">FCC Geographic Market Report - St. Louis</a>

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of the 29<sup>th</sup> day of October 2009 by and between SIMMONS-AUSTIN, LS, LLC, and SIMMONS-AUSTIN, LLC, each a Utah limited liability company (collectively, "Seller") and ENTERTAINMENT MEDIA TRUST, an Illinois trust ("Buyer").

### Recitals

WHEREAS, Seller owns and operates radio station WFFX (AM), East St. Louis, IL (FIN: 72815) ("Station") pursuant to certain licenses, authorizations and approvals ("FCC Authorizations") issued by the Federal Communications Commission ("FCC");

WHEREAS, Buyer desires to purchase from Seller substantially all of the assets used or held for use in the business and operation of the Station;

WHEREAS, prior FCC approval for the transactions contemplated hereunder is required; and

WHEREAS, pursuant to the terms and conditions set forth herein, the parties desire to provide for the sale and purchase of the Station Assets (defined below) as set forth in this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1. SALE AND PURCHASE

1.1. Station Assets. Subject to the terms and conditions herein contained, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all rights, title, and interest of Seller in and to all personal assets and the Real Property (as defined below), tangible and intangible, that are used or held for use in the business and operation of the Station, except the Excluded Assets (defined below) ("Station Assets"), including without limitation the following:

(a) Licenses and Authorizations. All licenses, permits and other authorizations issued by the FCC with respect to the Station that are described on Schedule 1.1(a), together with all applications therefor and any renewals or extensions thereof ("FCC Authorizations").

(b) Tangible Property. All equipment, transmitters, antennas, cables, towers, furniture, and other tangible personal property used or held for use in the business and operation of the Station that are described on Schedule 1.1(b) ("Tangible Assets").

(c) Contracts. All contracts and agreements entered into in the ordinary course of business for the sale of advertising time on the Station for cash, excluding trade and/or barter, together with all contracts and agreements used in connection with the business and operation of the Station, including any real property and/or tower site leases, and programming agreements, including, but not limited, to the agreements that are specifically described on Schedule 1.1(c) hereto ("Contracts"). Buyer shall, within 15 days after execution of this Agreement, deliver to

Seller a list of the “Contracts” which it does not intend to assume (the “Non-Assumed Contracts”) Buyer’s failure to deliver any such list shall mean it intends to assume all the Contracts described on Schedule 1.1 (c ). Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement unless otherwise specifically agreed to herein. All of such liabilities and obligations which are to be assumed by Buyer shall be referred to herein as the “Assumed Obligations.” All such liabilities not specifically assumed by Buyer shall be retained by Seller and are referred to herein as the “Retained Liabilities”. Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station’ employees. Seller shall terminate the employment of all employees as of the day of Closing and the Buyer may elect (but shall not be obligated) to offer employment to such employees to be effective as of the day after the Closing Date. Schedule 1.1(c)(i) hereof is a list of all employees, their current pay rates and benefits.

(d) Intangible Property. All trademarks, trade names, service marks, copyrights, franchises, patents, jingles, slogans, logotypes, and other intangible rights and interests used or held for use exclusively in connection with the business and operation of the Station (excluding, for the avoidance of doubt, the name of the Seller), including without limitation all rights, title and interests to the Station’ call letters and that are described in Scheduled 1.1(d) (“Intangible Property”).

(e) Files and Records. All files, documents, records, and books of account (or copies thereof) relating to the business and operation of the Station (but excluding, for the avoidance of doubt, any books and records pertaining to any other radio Station owned or operated by Seller), including the Station’ FCC local public file, programming information and studies, technical information and engineering data, marketing and demographic data, sales correspondence, credit and sales reports, and logs.

(f) Real Property. All real property owned and used and/or useful in the Operation of the Station as specifically described on Schedule 1.1(f) (“Real Property”).

(g) Claims. All claims against third parties if and to the extent that they relate to the Station Assets, including, without limitation, all rights under manufacturers’ and vendors’ warranties.

(h) Goodwill. All of Seller’s goodwill in, and going concern value of, the Station.

The Station Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances (“Liens”) except for Assumed Obligations (defined below) and liens for taxes not yet due and payable and for which Seller receives a credit pursuant to Section 2.2 (“Permitted Liens”).

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (“Excluded Assets”):

- (a) Cash. All cash and cash equivalents.
- (b) Accounts Receivables. All accounts receivables existing before the Adjustment Time (defined below) (“Receivables”).
- (c) Securities. All publicly traded securities.
- (d) Other. All insurance policies, pension, profit sharing and all other employee benefit plans.
- (e) Non-Assumed Contracts. Those Contracts currently utilized by the Station but which the Buyer is not assuming as part of the contemplated transactions, as identified by Buyer pursuant to Section 1.1 (c) hereinabove.

1.3. Assumption of Obligations. Subject to the terms and conditions hereof, on the Closing Date (defined below), Buyer shall assume all liabilities, obligations, and commitments of any kind of Seller arising from the business or operation of the Station after the Closing Date (defined below) or otherwise relating to the Contracts, Station or their operation (“Assumed Obligations”). Except for the Assumed Obligations, Buyer does not assume or agree to discharge or perform, and will not be deemed by reason of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, any liability, obligation, or commitment of Seller arising from the business or operation of the Station before the Closing Date (“Retained Liabilities”).

## ARTICLE 2. PURCHASE PRICE

2.1. Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Four Hundred Fifty Thousand Dollars (\$450,000.00), subject to adjustments pursuant to Section 2.2 (“Purchase Price”). The Purchase Price shall be paid by wire transfer of immediately available funds by Buyer to Seller (which payment shall be made pursuant to wire instructions to be provided to Buyer prior to Closing) as follows:

(a) On the date of execution of this Agreement, the sum of Forty-Five Thousand Dollars (\$45,000.00) as earnest money, which shall be credited towards the Purchase Price at Closing (“Earnest Money”), was deposited with the Escrow Agent pursuant to the Escrow Agreement attached hereto as Exhibit 1.

(b) On the Closing Date, the remaining balance of the Purchase Price, subject to the prorations and adjustments provided in Section 2.2 hereof.

2.2. Prorations and Adjustments. The business and operation of the Station until 11:59 p.m. on the day of Closing (“Adjustment Time”) shall be for the account of Seller and thereafter for the account of Buyer. All of the Station’s expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principals, and the Purchase Price shall be adjusted accordingly. Such prorations shall include all property taxes (except for transfer taxes), business and license fees, music and other license fees, utility expenses, and other amounts under Station Contracts and similar prepaid and deferred items.

2.3. Allocations. The parties hereby agree to the valuation of the Station Assets as described on Schedule 2.3. The parties further agree to file all tax returns reflecting such allocations.

### ARTICLE 3. CLOSING; FCC APPLICATION

3.1. Closing. The consummation of the transactions contemplated herein shall take place on a mutually acceptable date within ten (10) business days after the date that the FCC Consents (defined below) to the assignment of licenses ("Closing"). Either party, however, may, in its sole discretion, delay Closing until the FCC Consent becomes a Final Order (defined below), if, and only if, a Petition to Deny, Informal Objection or other protest was filed against the FCC Application (as defined below), or if required by any lender of Buyer, in which case Closing shall take place within 10 days after the FCC Consent becomes a Final Order. The date on which the Closing is to occur is referred to herein as the "Closing Date."

3.2. FCC Application. The parties shall jointly file an application with the FCC ("FCC Application") requesting the FCC's written consent to the assignment of the FCC Authorizations from Seller to Buyer within ten (10) business days from the execution of the Agreement. The parties shall diligently take all steps necessary, proper, or desirable to expedite the prosecution of the FCC Application to a favorable conclusion. Each party shall promptly provide the other with a copy of any pleading, order, or other document served on it relating to the FCC Application. The written consent to the FCC Application by initial order of the FCC is referred to herein as the "FCC Consent." For purposes of this Agreement, the term "Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, as to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending, and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

### ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

4.1. Organization. Each Seller is a limited liability company organized under the laws of the state of Utah and is the sole owner and operator of the Station and has the authority to conduct the business of the Station as is now conducted, and to execute, deliver and perform the transactions contemplated in this Agreement.

4.2. Authority. The Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Seller enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or limited the enforcement of creditors' rights generally.

4.3. No Conflicts. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto does not conflict with any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

4.4. FCC Authorizations. Seller is the holder of the FCC Authorizations. The FCC Authorizations constitute all of the licenses and authorizations required under the Communications Act of 1934, as amended ("Communications Act"), or the rules, regulations

and policies of the FCC for, and used in the operation of, the Station. The FCC Authorizations are in full force and effect and have not been revoked, suspended, cancelled, rescinded or terminated and have not expired. Seller knows of no facts relating to the Station that would cause the FCC to delay or deny its consent to the assignment of the Station's Licenses to Buyer hereunder. Subject to the Communications Act of 1934 (the "Communications Act"), and the rules and regulations promulgated thereunder (the "FCC Rules and Regulations"), the Station's Licenses are assignable from Seller to Buyer.

4.5. Tangible Personal Property. The Tangible Assets listed on Schedule 1.1(b) hereof are in working condition and comply in all material respects with all applicable governmental authority including the Communications Act of 1934, as amended, and all applicable rules and regulations of the FCC.

4.6. Operations. Except as noted on Schedule 1.1(a), the Station is operated in material compliance with all governmental authority including the Communications Act of 1934, as amended, and all applicable rules and regulations of the FCC. With respect to the Station and the Station's Licenses, Seller has not received any notice asserting any non-compliance in any material respect by it with any applicable statute, rule or regulation, federal, state or local, or any agency thereof, having jurisdiction over it that has not been resolved. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority with respect to the Station. Seller's use of the Station's Assets does not violate in any material respect any of such laws, regulations or orders or the terms and conditions of the Station's Licenses. The Station's tower site as specified in the Station's Licenses is in compliance in all material respects with the Commission's rules set forth in 47 C.F.R. § 1.1307 and § 1.1311.

4.7. Real Property. Schedule 1.1(f) contains a list and brief description of all Real Property owned or leased by Seller, including all material structures located on such Real Property and any other interest in any real property, including, but not limited to any easements, variances, air rights and all security deposits in respect of the foregoing. All antenna structures located on such Real Property that are required to be registered with the FCC have been so registered and such structures comply with the painting and lighting requirements promulgated by the Federal Aviation Administration. Except as disclosed on Schedule 1.1(f) and without giving any effect to any obligation or agreement of Buyer unrelated to this transaction, the consummation of the transactions contemplated hereunder will not adversely affect any of the Buyer's right to use such Real Property for the same purpose and to the same extent as it was being used by the Seller prior to the date of this Agreement. Seller has good and marketable title to all of the Real Property.

4.8. Brokers. Except for Patrick Communications, whose brokerage fees shall be paid by Seller at Closing, there is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action by Seller.

4.9. Disclosure. No provision of this Agreement relating to Seller contains any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading.

## ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1. Organization. Buyer is a trust organized under the laws of the State of Illinois. Buyer has the requisite power and authority to execute, deliver and perform the transactions contemplated in this Agreement.

5.2. Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. The Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or limited the enforcement of creditors' rights generally.

5.3. FCC Qualification. Buyer is legally, financially, and otherwise qualified under the Communications Act and the rules, regulations and policies of the FCC to hold the FCC Authorizations. Acquisition of the FCC Authorizations by Buyer complies with the Communications Act and the rules, regulations and policies of the FCC with respect to multiple ownership as they exist on the date of this Agreement.

5.4. No Conflicts. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent. The execution, delivery and performance of this Agreement by Buyer does not require financing or lender approval or consent and Buyer has sufficient funds on hand to consummate the transactions contemplated hereunder.

5.5. Brokers. Except for John L. Pierce & Co., LLC, whose brokerage fees shall be paid by Buyer at Closing, there is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action by Buyer.

5.6. Disclosure. No provision of this Agreement relating to Buyer contains any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading.

## ARTICLE 6. COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the completion of Closing:

6.1. Operation of the Business.

(a) Seller shall continue to carry of the business of the Station and keep its books and accounts, records, and files in the usual and ordinary manner in which the business has been conducted in the past. Seller shall operate the Station in material compliance with the terms of the FCC Authorizations and in compliance in all material respects with all applicable laws, rules and regulations. Seller shall maintain the FCC Authorizations in full force and effect without adverse modification, and shall timely file and prosecute any necessary applications for renewal of the FCC Authorizations.

(b) The risk of loss or damage to any of the Station Assets, and the risk of any interruption in the Station's normal broadcast transmissions, shall remain with Seller at all times until 12:00 a.m. local time on the day after the Closing Date.

(c) Prior to the Closing Date, Seller shall provide notice to Buyer if it shall:

(i) Sell, lease, transfer, or agree to sell, lease or transfer, any of the Station Assets except for non-material sales or leases in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value; or

(ii) Renew, amend, or terminate any Station Contract, or enter into any new contract with respect to the Station in any manner that will be binding upon Buyer or the Station after Closing.

6.3 Maintenance of Equipment. Seller shall maintain the Tangible Assets in accordance with standards of good engineering practice and replace any of such property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

6.4 Insurance. Seller shall maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Station's Assets.

6.5 Revised Schedules. On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Station or the Station's Assets. Seller shall give prompt written notice to Buyer if the Station's Assets shall have suffered damage on account of fire, explosion or other cause of any nature that is sufficient to prevent operation of the Station.

6.6 Call Sign Reservation. Seller shall, immediately after filing the assignment of license application, prepare and file on behalf of Buyer a Call Sign reservation to take effect upon Closing to change the call sign from WFFX to WQQX. Buyer shall reimburse Seller the filing fee of \$90.00 at Closing for such reservation.

## ARTICLE 7. JOINT COVENANTS

7.1. Confidentiality. Subject to requirements of applicable law, Buyer and Seller shall each keep confidential all information obtained by it with respect to the other parties hereto in connection with this Agreement and the negotiations preceding this Agreement ("Confidential Information"); provided that, the parties hereto may furnish such Confidential Information to their respective employees, agents, and representatives who need to know such Confidential Information (including tax, financial, and legal advisers, banks and other lenders) ("Representatives"); provided however, the disclosing party shall be responsible for all actions or

omissions of such Representatives with regard to Representatives' breach of this Section. Each party hereto shall, and shall cause each of such party's Representatives to, use the Confidential Information solely in connection with the transactions contemplated by this Agreement, and not for any competitive purpose or advantage detrimental to the other party hereto or any of its affiliates.

7.2. Real Property. No later than thirty (30) days prior to the Closing, Seller shall at Seller's sole cost and expense, except as otherwise provided for in this Section 7.2, deliver the following items to Buyer for each parcel of Real Property owned by Seller described in Schedule 1.1(f) hereof:

(a) a copy of any prior title insurance policy or commitment to insure title to the real property; and;

(b) At the Closing, the Sellers shall deliver to Buyer a special warranty deed for each parcel of the Real Property owned by it in form reasonably acceptable to Buyer and its lender conveying good and marketable fee simple title, free and clear of all Liens, except for the Permitted Liens and those acceptable to Buyer in its sole but reasonable discretion (the "Warranty Deed(s)").

7.3. Inspection. Within thirty (30) days of the date of the execution hereof (the "Inspection Period"), Buyer may, at Buyer's sole cost and expense, and with the prior consent of Seller, inspect the Station Assets at their present location during regular business hours Monday through Friday. To the extent that said inspection discloses or assesses any condition(s) that cause or could cause Seller's representations contained in this Agreement to be deemed inaccurate or could be deemed to make Seller in breach of this Agreement, Buyer hereby agrees that such disclosure shall not be considered a misrepresentation or breach by Seller. Within five (5) business days of the end of the Inspection Period, unless Buyer has notified Seller in writing to the contrary, Buyer shall be deemed to have accepted the Station Assets "as is where is" and Seller shall have no further liability to Buyer with respect to the Station Assets.

7.4. Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law.

7.5. Accounts Receivables. All Accounts Receivable from the Station's broadcasts which occurred prior to Adjustment Time shall belong to Seller, and from broadcasts which occur thereafter shall belong to Buyer. After Closing, Buyer shall collect Accounts Receivable on behalf of Seller for a period of One Hundred and Eighty (180) days (the "Collection Period"). Buyer shall collect such Accounts Receivable without commission or compensation, and Buyer shall forward to Seller such Accounts Receivable beginning on the 30<sup>th</sup> day after Closing and every 30 days thereafter for the remainder of the Collection Period. Buyer shall not, without consent of Seller, compromise or settle for less than full value any such Accounts Receivable. Buyer shall not incur any liability as the result of failure to collect said Accounts Receivable and shall not be required to institute suit to collect, but Buyer will exercise commercially reasonable efforts to collect said Accounts Receivable. Any Accounts Receivable owing to Seller which are not collected within the Collection Period shall be delivered back to Seller. It is understood and agreed that during the Collection Period all moneys collected from advertisers indebted to Seller shall first be applied, as provided herein, toward the payment of the Accounts Receivable owing



to Seller. If any such advertiser shall, in good faith, dispute the amount Seller claims is owed to it, Buyer shall promptly so notify Seller in writing and return such Accounts Receivable to Seller who without further permission from Buyer may collect such account. Upon notification and return to Seller of any account as herein provided, Buyer thereafter may deal with such advertiser as if it were not indebted to Seller and without the obligation of applying funds subsequently received from such advertiser to the account of Seller. All payments made to Seller hereunder shall be net of applicable sales and agency commissions, which sales and agency commission's shall be paid and delivered by Buyer to the individual(s) and/or agency(ies) entitled to said commissions.

## ARTICLE 8. CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

8.1. Representations, Warranties, and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing except for changes permitted by the terms of this Agreement. The obligations to be performed by Seller at or prior to Closing shall have been performed in all material respects. Seller shall have furnished Buyer with a certificate, dated as of the Closing Date and duly executed by an officer authorized on behalf of Seller to give such a certificate, to the effect that such conditions have been satisfied.

8.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated herein.

8.3. FCC Consent. The FCC Consent shall have been granted.

8.4. Deliveries. Seller shall have complied with its obligations set forth in Section 10.1

## ARTICLE 9. CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

9.1. Representations, Warranties, and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing except for changes permitted by the terms of this Agreement. The obligations to be performed by Buyer at or prior to Closing shall have been performed in all material respects. Buyer shall have furnished Seller with a certificate, dated as of the Closing Date and duly executed by a person authorized on behalf of Buyer to give such a certificate, to the effect that such conditions have been satisfied.

9.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated herein.

9.3. FCC Consent. The FCC Consent shall have been granted.

10.2. 9.4. Deliveries. Buyer shall have complied with its obligations set forth in Section

9.5 Purchase Price. Buyer shall have paid to Seller the Purchase Price in accordance with Section 2.1.

## ARTICLE 10. CLOSING DELIVERIES

10.1. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer the following:

- (a) the Certificate of Seller referred to in Section 8.1;
- (b) copy of the resolutions of Seller, approving the transactions contemplated by this Agreement;
- (c) an Assignment of FCC Authorizations assigning the FCC Authorizations to Buyer;
- (d) a Bill of Sale transferring title to the Tangible Assets to Buyer;
- (e) an Assignment and Assumption of Contracts assigning the Contracts to Buyer;
- (f) an Assignment of Intangible Assets;
- (g) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to sell, assign, transfer, or convey the Station Assets to Buyer free and clear of Liens, except for Permitted Liens;
- (h) a Warranty Deed and other customary instruments necessary to convey the Real Property; and
- (j) A joint notice to the Escrow Agent;

10.2. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following:

- (a) the Certificate of Buyer referred to in Section 9.1;
- (b) a copy of the resolutions of Buyer, approving the transactions contemplated by this Agreement.
- (c) an Assignment and Assumption of Contracts assuming the Contracts from Seller;
- (d) a joint notice to Escrow Agent; and
- (e) any other documents and instruments of assumption that may be reasonably necessary to purchase and acquire the Station Assets and to assume the Assumed Obligations.

## ARTICLE 11. SURVIVAL

The representations and warranties in this Agreement shall expire on the Closing Date and be of no further force or effect. The covenants and agreements in this Agreement, and indemnification obligations with respect to such provisions, shall survive Closing until performed.

## ARTICLE 12. TERMINATION AND REMEDIES

12.1. Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of both parties;
- (b) by written notice of Buyer to Seller if Seller:

- (i) does not perform the obligations to be performed by it under this Agreement on the Closing Date;

- (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within thirty (30) calendar days ("Cure Period") after Seller receives notice of such breach or default from Buyer; or

- (iii) takes any of the actions described in Section 6.1(c) above and Buyer objects to the Seller's taking such action within five (5) business days of receiving notice thereof;

- (c) by written notice of Seller to Buyer if Buyer:

- (i) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or

- (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period after Buyer receives notice of such breach or default from Seller,

- (d) by written notice of one party to the other if the FCC denies the FCC Application; or

- (e) by written notice of one party to the other if Closing does not occur by March 31, 2010.

Termination of this Agreement shall not relieve any party of any liability it would otherwise have for a breach or default under this Agreement.

12.2. Specific Performance. In the event of a material breach by Seller of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such material breach and the enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

12.3. Liquidated Damages. In the event this Agreement is terminated by Seller pursuant to Section 12.1(c), Seller shall be entitled to keep the Earnest Money as liquidated damages. Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement.

## ARTICLE 13. GENERAL PROVISIONS

13.1. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement, except that all fees applicable to the application for the FCC Consent to the assignment of the Station Assets under this Agreement shall be shared equally by the parties. Seller shall be responsible for any documentary stamps and recording fees due on the Warranty Deed.

13.2. Further Assurances. Each party shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

13.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors, and assigns. Buyer may not assign any portion of this Agreement to any third-party without prior written consent by Seller.

13.4. Notices. Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery, confirmed facsimile transmission, confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be address as follows (or to such other address as any party may request by written notice):

if to Buyer, then to:

Dennis J. Watkins, Trustee  
Entertainment Media Trust  
6500 West Main Street, Suite 315  
Belleville, IL 62223

with a copy (which shall not constitute notice)

Anthony T. Lepore, Esq., P.A.  
P.O. Box 823662  
South Florida, FL 33082-3662

if to Seller, then to:

G. Craig Hanson  
Simmons Austin, LLC  
515 South 700 East #1C  
Salt Lake City, UT 84102-2802

with a copy (which shall not constitute notice) to:

Laurie S. Hart, Esq.  
Callister, Nebeker & McCullough  
10 East South Temple, Suite 900  
Salt Lake City, UT 84133

13.5. Amendments and Waivers. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

13.6. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

13.7. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

13.8. Governing Law, Attorney Fees, Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof. The prevailing party in any litigation arising from this Agreement shall be entitled to an award of reasonable attorney's fees, and in the event of any litigation each party voluntarily waives any right to trial by jury. Venue for any action shall be an Illinois court of competent jurisdiction.

13.9. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Executed copies of this Assignment transmitted by facsimile or email shall be valid and binding.

[SIGNATURE PAGE FOLLOWS]

**REDACTED FOR PUBLIC INSPECTION**


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the 29th  
day of October, 2009.

SELLER:

**Simmons-Austin, LS, LLC**

By:   
Its Manager

**Simmons-Austin, LLC**

By:   
Its Manager

BUYER:

**Entertainment Media Trust**

By: \_\_\_\_\_  
Dennis J. Watkins, Trustee

WFFX APA Final

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the 29<sup>th</sup>  
day of October, 2009.

SELLER:

**Simmons-Austin, LS, LLC**

By: \_\_\_\_\_  
Its Manager

**Simmons-Austin, LLC**

By: \_\_\_\_\_  
Its Manager

BUYER:

**Entertainment Media Trust**

By: Dennis J. Watkins, Trustee  
Dennis J. Watkins, Trustee

**REDACTED FOR PUBLIC INSPECTION**

**SCHEDULE 1.1 (a)  
FCC Authorizations**

**See Attached**



**CURRENT FCC LICENSES AND AUTHORIZATIONS**  
**WFFX(AM) AND ASSOCIATED AUXILIARY STATION**

Main Station WFFX(AM), East St. Louis, IL

Facility ID Number: 72815

Licensee: Simmons-Austin, LS, LLC

FRN: 0010736262

Type of Authorization	FCC File Number	Grant Date	Current Expiration Date
License Renewal Authorization	BR-20040712AAD	01/18/2005	12/01/2012
Standard AM Broadcast Station License	BL-14427	01/01/1978	12/01/2012

Antenna Structures for Station WFFX(AM), East St. Louis, IL

Antenna Structure Registration (ASR) Number	ASR File Number and Issue Date	Registered Tower Owner	Registered Geographic Coordinates and Overall Height
1259628	A0649923 09/04/2009	Simmons-Austin, LS, LLC	38-37-16.2 N 090-09-36.4 W  189.2 Meters AMSL  56.7 Meters AGL

**REDACTED FOR PUBLIC INSPECTION**

Broadcast Auxiliary Station Associated with Primary Station WFFX(AM), East St. Louis,  
IL

<b>Type of Authorization</b>	<b>Call Sign</b>	<b>FCC File Number</b>	<b>Grant Date</b>	<b>Current Expiration Date</b>
AS - Aural Studio Transmitter Link	WQFL713	N/A	08/11/2006	10/01/2012

**REDACTED FOR PUBLIC INSPECTION**

**SCHEDULE 1.1(b)  
TANGIBLE ASSETS**

**See Attached**

## REDACTED FOR PUBLIC INSPECTION

### WFFX Equipment List (Transmitter Site)

wffx	BE AM Broadcast Transmitter	
wffx	180' Tower installed Nov. 2008	
wffx	New ATU in stalled Nov. 2008	
wffx	New Ground system installed June 2009	
wffx	New building installed May 2009	Thermobond 8x8x10
wffx	STL tower installed May 2009	
wffx	New 7/8 Andrew transmission line installed May 2009	
wffx	Optimod 9100 Refurbished 2008	
wffx	STL receiver Marti STL10	
wffx	UPS battery backup system	
wffx	Burk ARC 16 remote control	
wffx	Misc hardware and electrical	

### WFFX Equipment List (Studio Site)

wffx	Audio Arts studio console
wffx	Dennon CD player
wffx	Telos studio hybrid multi caller with call screener
wffx	Nexgen PSI automation system (server excluded)
wffx	Internet computer
wffx	3 EV RE20 microphones
wffx	3 OC White Microphone stands
wffx	Misc cables

**REDACTED FOR PUBLIC INSPECTION**

wffx	EV audio delay unit
wffx	headphone amplifier
wffx	Studio monitors JBL
wffx	Studio furniture
wffx	Misc chairs table
wffx	STL Transmitter Marti STL10
wffx	Mod monitor TFT Studio
wffx	TFT EAS equipment with 1 p1 Receiver
wffx	Misc equipment
wffx	Mic processors

**SCHEDULE 1.1(c)**  
**Contracts**

Buyer is not assuming any contracts from Seller.

**REDACTED FOR PUBLIC INSPECTION**

**SCHEDULE 1.1(c)(i)**  
**Employee Matters**

<b>Employee</b>	<b>Job Title</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Commission Rate</b>
None.				

**SCHEDULE 1.1(d)**  
**Intangible Assets**

Call Sign WFFX

Telephone Number: 618.394.1490

Website:

WFFX does not have a working website. Simmons has a website "team1380.net" for KSLG, and you can click through that website to get to some info on WFFX. Simmons has been using the Station's old call letters - WESL - on the click through.



SCHEDULE 1.1(f)  
REAL PROPERTY

Owned Real Property

**Parcel 1:**

Part of Survey Number 125 of the "CABOKIA COMMON FIELDS," Plats "E" on pages 16 and 17, described as follows, to-wit:

Beginning at a point in the Northwest line of 8<sup>th</sup> Street, as laid out and platted in Edgar Ames Addition to East St. Louis, a plat of which is recorded in the Recorder's Offices of St. Clair County, Illinois, in Book of Plats "E" on page 40; where said line of 8<sup>th</sup> Street is intersected by the Southwest Line of the Right-of-way of the Southern Railway Company, formerly owned by the St. Clair Coal Railroad; said point being on the Northwest line of 8<sup>th</sup> Street lying 300 feet Northeast of the intersection of the Northwest line of 8<sup>th</sup> Street and the Northeast line of Brady Avenue running thence Southwestwardly along the Northwest line of said 8<sup>th</sup> Street, a distance of 100 feet; thence Northwestwardly on a line parallel to said right-of-way line of said Southern Railway Company, a distance of 254 feet, more or less, to the Northeasterly right-of-way line of a 25 foot right-of-way conveyed by John B. Lovington to the Louisville, Evansville & St. Louis Consolidated Railroad Company, by a deed dated October 23, 1890, recorded in Book 218 on page 5 in said Recorder's Office; thence running Northwestly along said Northeasterly right-of-way line, a distance of 160 feet; more or less, to the said Southwesterly right-of-way line of said Southern Railway Company; thence Southeastwardly along said last mentioned right-of-way line a distance of 392 feet, more or less, to the place of beginning. Situated in St. Clair County, Illinois.

Parcel ID Number 01-13-0-309-035

**Parcel 2:**

Part of the United States Surveys numbered 124 and 125 of the "CABOKIA COMMONFIELDS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17 described as follows, to-wit:

Commencing the survey thereof at the point of intersection of the Northwestly line of 8<sup>th</sup> Street with the Northeasterly line of Brady Avenue, as shown on the plat of "EDGAR AMES" ADDITION TO EAST ST. LOUIS, recorded in said Recorder's Office in Book of Plats "E" on page 40; thence Northeastwardly along said Northwestly line of 8<sup>th</sup> Street to a point distant 100 feet Southwesterly from the point of intersection of the said Northwestly line of 8<sup>th</sup> Street with the Southwesterly right-of-way line of the Southern Railway Company, which point is also the most Southerly corner of a tract of land conveyed by Mary C. Dodson and Curtis S. Dodson, her husband, to Henry Buehler, Trustee, by Deed dated November 12, 1908, and recorded November 13, 1908 in said Recorder's Office in Book 388 on page 464; thence Northwestwardly along the Southwesterly line of said last mentioned tract, to the Easterly line of a right-of-way 25 feet wide, conveyed by John B. Lovington and Mary C. Lovington, his wife, to the Louisville, Evansville & St. Louis Consolidated Railway Company, by Deed dated October 23, 1890 and recorded November 12, 1890 in said Recorder's Office in Book 218 on page 5; thence Southwardly along

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said Easterly right-of-way line to the Northeasterly line of Brady Avenue; thence Southeastwardly along the Northeasterly line of Brady Avenue to the point of beginning. Situated in St. Clair County, Illinois.

Parcel ID Number 01-13-0-309-035

Excepting a curved strip of land 30 feet wide off of the Westerly end of said premises, more particularly described in Deed from Nathaniel C. McLean, Sr., and Rose McLean, his wife, to the Terminal Railroad Association of St. Louis, and recorded in said Recorder's Office in Book 748 on page 263. Situated in St. Clair County, Illinois.

**2. Leased Real Property.**

None.

**SCHEDULE 2.3**  
**Allocations**

**To Be Provided**

In the event this Schedule is not completed, Buyer and Seller shall negotiate the allocation of the Purchase Price among the Station's Assets for tax purposes within ninety (90) days after the Closing Date. If Buyer and Seller do not reach an agreement concerning the allocation of the Purchase Price within such time (or, if earlier, prior to any applicable filing deadline), then Buyer and Seller each may file their respective tax returns reflecting the allocation determined by it in accordance with requirements of Section 1060 of the Internal Revenue Code of 1986, as amended.

**ESCROW AGREEMENT**

October 29, 2009

This Escrow Agreement ("Escrow Agreement") is entered into in consequence of, and pursuant to the terms and conditions of, that certain Asset Purchase Agreement ("APA") between SIMMONS-AUSTIN, LS, LLC, and SIMMONS-AUSTIN, LLC, each a Utah limited liability company (collectively, "Seller") and ENTERTAINMENT MEDIA TRUST, an Illinois trust ("Buyer") dated October 29, 2009 ("APA") for the sale by Seller to Buyer (individually, "Party" and jointly "Parties") of all of the assets of standard broadcast station WFFX (AM) licensed to East St. Louis, IL ("Station"). "Escrow Agent" means John Pierce & Company.

**I. The Deposit.**

1. Buyer has deposited with Escrow Agent pursuant to the APA a deposit of \$45,000.00 to be applied towards the Purchase Price at Closing or otherwise payable in accordance with the provisions herein. Escrow Agent shall hold the Deposit in an interest bearing account in a federally-insured financial institution selected by Escrow Agent. Interest shall accrue for the benefit of the Buyer, who shall receive same (i) at Closing or (ii) together with return of the Deposit in the event of termination of the APA. Buyer shall provide Escrow Agent with tax identification number and any other information needed for account opening.

2. Escrow Agent shall deliver funds from the Escrow Account to Seller or Buyer, as the case may be, on the following conditions:

(a) To Seller, at Closing, the Deposit as required under the APA, upon receipt of a notice signed by the Parties stating that all of the conditions and contingencies to Closing have been satisfied and the Closing has occurred as provided in the APA ("Closing Certificate").

(b) To Seller, the Deposit taken from the Escrow Account, upon receipt of a demand signed by Seller stating that Buyer has defaulted in the performance of its obligations under the APA and to which Buyer has agreed in writing or which has been ordered by a court of competent jurisdiction in a decision which is no longer subject to further proceedings of any nature (has become "Final").

(c) To Buyer, the entire Deposit upon receipt of a demand signed by Buyer stating that Seller has defaulted in the performance of its obligations under the APA and to which Seller has agreed in writing or which has been ordered by a court of competent jurisdiction in a decision which is no longer subject to further proceedings of any nature (has become "Final").

(d) Upon receipt of a demand for the Deposit, or any portion thereof, made by Seller or Buyer, Escrow Agent shall promptly send a copy of the notice to the other Parties. The other Parties shall have the right to object to the delivery of the Deposit by sending a notice of objection (an "Objection") within ten (10) days after the receipt of the notice. If Escrow Agent does not timely receive an Objection, Escrow Agent shall deliver the Deposit in accordance with the written demand of the noticing Party.

(e) If (i) Escrow Agent shall have received an Objection as provided for above within the time prescribed; or (ii) if any other disagreement or dispute or any doubt as to the genuineness of any document or signature, or uncertainty as to Escrow Agent's duties shall arise between the Parties or any other persons which results in adverse claims being made for the Deposit, whether or not litigation has been instituted, then and in any such event, Escrow Agent shall refuse to comply with the claims or demands being made upon it and Escrow Agent may pay the Deposit into a court pursuant to relevant statute or shall continue to hold the Deposit until Escrow Agent receives either (A) written notice signed by all Parties directing disbursement of the Deposit; or (B) a Final order of a court of competent jurisdiction entered during an action, directing the disbursement of the Deposit, in either of which events, Escrow Agent may disburse the Deposit accordingly. Escrow Agent shall not be or become liable in any way to any person for their refusal to comply with any such claims or demands unless and until they have received directions accordingly. Upon compliance with any such direction in accordance with the terms hereof, or upon payment of the Deposit into a court as provided above, Escrow Agent shall be released of and from any liability or any further obligation under this Escrow Agreement.

## **II. ESCROW PROVISIONS.**

The Escrow Agent shall hold all documents and proceeds received pursuant to the APA, and this Escrow Agreement, until all of the documents to be delivered, funds to be transferred, and other actions to be taken at the Closing pursuant to the APA and this Escrow Agreement have been completed. Once all such deliveries, transfers and actions have been completed, the Escrow Agent shall deliver all documents held by the Escrow Agent to the Parties. Upon the delivery of all of the documents and payments of all funds, the Escrow Agent's duties shall cease.

The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties or obligations of the Escrow Agent shall be implied. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instructions has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to execution or validity of any instrument or copy of any instrument, nor as to the identity, authority, or right of any person who executed the same.

Unless the Escrow Agent is grossly negligent or is guilty of willful misconduct, the Parties agree to indemnify the Escrow Agent and each of its partners, officers, directors, principals, employees, and agents and hold the Escrow Agent and each of its partners, officers, directors, principals, employees, and agents harmless from and against any and all Claims (as defined below) and Losses (as defined below) which may be incurred by the Escrow Agent or any of its partners, officers, directors, principals, employees, and agents as a result of Claims asserted against the Escrow Agent or any of its partners, officers, directors, principals, employees, or agents which result from or arise in connection with the Escrow Agent's duties. The term "Claims" shall mean all claims, lawsuits, causes of action, judgments, arbitral awards, assessments, or other legal actions and proceedings in any forum brought against the Escrow Agent or any of its partners, officers, directors, principals, employees, and agents, (whether by way of direct action, counterclaim, cross action, or impleader) so long as the Claim is alleged or determined, directly or indirectly, to arise out of, result from, relate to, or be based upon, in whole or in part: (i) the acts or omissions of a Party; or (ii) the performance by the Escrow Agent of its

powers and duties. The term "Losses" shall mean losses, costs, damages, expenses, judgments, and liabilities (including, but not limited to, reasonable attorneys', accountants', and other professionals' fees, litigation and court costs and expenses, and amounts paid in settlement), directly or indirectly resulting from, arising out of, or relating to one or more Claims.

This indemnification obligation shall survive the termination of the Escrow Account or this Escrow Agreement indefinitely. If the Parties are in disagreement about the interpretation of this provision, or about their respective rights and obligations, or the propriety of any action contemplated by the Escrow Agent, the Escrow Agent may, but shall not be required to, file an action in interpleader or other suit to resolve the disagreement. The Escrow Agent shall be indemnified by the Parties for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any interpleader action or other suit and shall be fully protected in suspending all or part of its activities until a judgment in the interpleader action or other suit is entered and becomes Final. In such case, the Escrow Agent shall be entitled to refuse to deliver the Documents unless and until (i) the rights of the Parties under the APA have been duly adjudicated in a Final order by a court having jurisdiction over the Parties; or (ii) the Parties have reached an agreement resolving their differences, have notified the Escrow Agent in writing of such agreement, and have provided the Escrow Agent with indemnity satisfactory to the Escrow Agent against any Claims or Losses resulting from compliance by the Escrow Agent.

The Parties to the APA and this Escrow Agreement expressly waive any conflicts of interest, whether known or unknown, legal, fiduciary or otherwise, which may arise as to Escrow Agent from performance of the actions provided in this Escrow Agreement. Such Parties understand that Escrow Agent currently acts as co-broker in this transaction and that Escrow Agent may continue to represent and act as co-broker in this transaction, notwithstanding any actions such Escrow Agent may take or be required to take hereunder. Buyer and Seller expressly waive any conflicts of interest relative to Escrow Agent because of its co-broker representation in the transaction.

### **III. DISTRIBUTIONS FROM ESCROW.**

Upon fulfillment of the conditions and completion of the deliveries required for Closing as set forth in the APA, and this Escrow Agreement, which shall be expressly acknowledged in the Closing Certificate, Escrow Agent shall distribute the principal sum of Forty-Five Thousand Dollars (\$45,000.00) to Seller. Any closing documents or certificates held by Escrow Agent also shall be distributed. Upon the conclusion of all distributions, this Escrow Agreement shall terminate, subject to the survival of certain terms, conditions and representations as provided herein.

### **IV. MISCELLANEOUS TERMS.**

Notices. All notices, demands and requests required or permitted to be given under the provisions of this Escrow Agreement shall be deemed duly given if sent by registered or certified mail, postage prepaid, addressed as follows:

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if to Buyer, then to: Dennis J. Watkins, Trustee  
Entertainment Media Trust  
6500 West Main Street, Suite 315  
Belleville, IL 62223

with a copy (which shall not constitute notice) Anthony T. Lepore, Esq., P.A.  
P.O. Box 823662  
South Florida, FL 33082-3662

if to Seller, then to: G. Craig Hanson  
Simmons Austin, LLC  
515 South 700 East #1C  
Salt Lake City, UT 84102-2802

with a copy (which shall not constitute notice) to: Laurie S. Hart, Esq.  
Callister, Nebeker & McCullough  
10 East South Temple, Suite 900  
Salt Lake City, UT 84133

If to Escrow Agent: John Pierce & Company  
5 Spiral Drive, Suite 1  
Florence, KY 41042

or any such other addresses as the parties may from time to time designate in writing.

Benefit and Assignment. This Escrow Agreement shall be binding upon, and inure to the benefit of the Parties hereto, and their respective successors and assigns. This Escrow Agreement shall not be assigned without the prior written consent of the other Party hereto; provided, however, that Escrow Agent may assign its duties under this Escrow Agreement to a competent substitute or into a court of competent jurisdiction pursuant to the terms provided herein.

Other Documents. The Parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Escrow Agreement.

Construction/Counterparts. This Escrow Agreement shall be governed, construed and enforced in accordance with the laws of the State of Kentucky. This Escrow Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

Headings. The headings of the paragraphs of this Escrow Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph hereof.

Entire Agreement. This Escrow Agreement, and all documents related to it represent the entire understanding and agreement between the Parties with respect to the subject matter hereof, supersede all prior negotiations between such parties, and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Escrow Agreement or the documents delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

***[Signature Page Follows]***



**REDACTED FOR PUBLIC INSPECTION**


IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized representatives on the day and year first above written.

**SELLER:**

**Simmons-Austin, LS, LLC**

By:   
Its Manager

**Simmons-Austin, LLC**

By:   
Its Manager

**BUYER:**

**Entertainment Media Trust**

By: \_\_\_\_\_  
Dennis J. Watkins, Trustee

John L. Pierce & Company (ESCROW AGENT)

By: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized representatives on the day and year first above written.

SELLER:

**Simmons-Austin, LS, LLC**

By: \_\_\_\_\_  
Its Manager

**Simmons-Austin, LLC**

By: \_\_\_\_\_  
Its Manager

BUYER:

**Entertainment Media Trust**

By: *Dennis J. Watkins, trustee*  
Dennis J. Watkins, Trustee

**John L. Pierce & Company (ESCROW AGENT)**

By: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to be executed by their duly authorized representatives on the day and year first above written.

**SELLER:**

**Simmons-Austin, LS, LLC**

By: \_\_\_\_\_  
Its Manager

**Simmons-Austin, LLC**

By: \_\_\_\_\_  
Its Manager

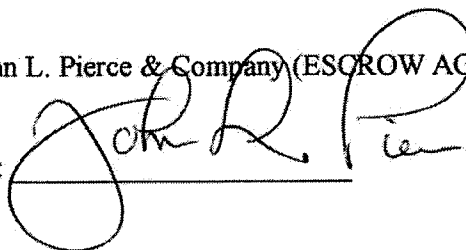
**BUYER:**

**Entertainment Media Trust**

By: \_\_\_\_\_  
Dennis J. Watkins, Trustee

John L. Pierce & Company (ESCROW AGENT)

By: \_\_\_\_\_

A large, stylized handwritten signature in black ink, appearing to read "John L. Pierce", is written over a horizontal line.

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Goldman, Sachs & Co.’s Other Broadcast Authorizations

The Goldman Sachs Group, Inc. (“GSG”) is the sole limited partner of Goldman, Sachs & Co., a New York Limited Partnership (“GS & Co.”). The general partner of GS & Co. is The Goldman, Sachs & Co., LLC, of which GSG is the sole member.

**Simmons Media Group, LLC:** GS & Co. has a membership interest in Simmons Media Group, LLC (“SMG”), which is the ultimate parent of (1) Simmons-Austin, LS, LLC (“SA”); (2) Simmons-SLC, LS, LLC (“SSLC”); and (3) Western Broadcasting LS, LLC (“WB”).

SA is the licensee of the following radio stations:<sup>1</sup>

Call Sign	Service	Fac. ID No.	Community of License
KDXE	AM	665	North Little Rock, AR
KLRK	FM	35581	Marlin, TX
KQPN	AM	48749	West Memphis, AR
KRQX	AM	21493	Mexia, TX
KRQX-FM	FM	21494	Mexia, TX
KRZI	AM	87179	Waco, TX
KSLG	AM	74579	St. Louis, MO
KWNX	AM	35647	Taylor, TX
KZNX	AM	38906	Creedmoor, TX
WFFX	AM	72815	East St. Louis, IL

SSLC is the licensee of the following radio stations:

Call Sign	Service	Fac. ID No.	Community of License
KAOX	FM	31169	Kemmerer, WY
KDWY	FM	77947	Diamondville, WY
KEGA	FM	89255	Oakley, UT
KEGH	FM	21607	Brigham City, UT
KJQN	FM	88483	Coalville, UT
KMER	AM	10335	Kemmerer, WY
KOVO	AM	65665	Provo, UT
KXRK	FM	406	Provo, UT
KYMV	FM	81867	Woodruff, UT
KZNS	AM	60458	Salt Lake City, UT

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<sup>1</sup> An application is pending before the FCC to assign the licenses of KLRK, KRQX, KRQX-FM, and KRZI to M&M Broadcasting, LTD. See FCC File No. BALH-20090917ABL.

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WB is the licensee of the following radio station:

Call Sign	Service	Fac. ID No.	Community of License
KURR	FM	164147	Hurricane, UT

In addition, SMG, through affiliates, provides programming for the following stations pursuant to local marketing agreements:

Call Sign	Service	Fac. ID No.	Community of License
KDTR	FM	162324	Florence, MT
KKVU	FM	162327	Stevensville, MT
KYJK	FM	162326	Missoula, MT
KZHK	FM	40519	St. George, UT

**Nassau Broadcasting I, L.L.C.:** Nassau Broadcasting I, L.L.C. (“Nassau I”) is the sole member of Nassau Broadcasting II, L.L.C. (“Nassau II”) and Nassau Broadcasting III, L.L.C. (“Nassau III”). Applications on FCC Form 315 are pending for the transfers of control of Nassau II and Nassau III to a restructured Nassau I entity in which GS & Co. will be a member.<sup>2</sup> Upon closing of the transactions contemplated by these applications, Nassau II and Nassau III will be the licensees of the following radio stations:

Nassau II:

Call Sign	Service	Fac. ID No.	Community of License
WBYN	AM	69688	Lehighton, PA
WCHR	AM	25011	Trenton, NJ
WCRB	FM	23441	Lowell, MA
WEEX	AM	8596	Easton, PA
WNJE	AM	28130	Flemington, NJ
WODE-FM	FM	8595	Easton, PA
WPLY	AM	67060	Mount Pocono, PA
WPST	FM	25013	Trenton, NJ
WSBG	FM	47424	Stroudsburg, PA
WTKZ	AM	27510	Allentown, PA
WVPO	AM	47423	Stroudsburg, PA
WWYY	FM	54689	Belvidere, NJ

Nassau III:

Call Sign	Service	Fac. ID No.	Community of License
WAFY	FM	3728	Middletown, MD
WARK	AM	39807	Hagerstown, MD

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<sup>2</sup> See FCC File Nos. BTC-20090518AHQ and BTCH-20090518AIO.

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<b>Call Sign</b>	<b>Service</b>	<b>Fac. ID No.</b>	<b>Community of License</b>
WBQI	FM	40925	Bar Harbor, ME
WBQQ	FM	69854	Kennebunk, ME
WBQW	FM	69855	Kennebunkport, ME
WBQX	FM	49564	Thomaston, ME
WBYA	FM	41105	Islesboro, ME
WEMJ	AM	67270	Laconia, NH
WEXP	FM	65961	Brandon, VT
WFNK	FM	65675	Lewiston, ME
WFNQ	FM	23329	Nashua, NH
WFYX	FM	23307	Walpole, NH
WHDQ	FM	17798	Claremont, NH
WHXQ	FM	73885	Scarborough, ME
WIKÉ	AM	49400	Newport, VT
WJYY	FM	54909	Concord, NH
WLAM	AM	64434	Lewiston, ME
WLKZ	FM	65624	Wolfeboro, NH
WLNH-FM	FM	73215	Laconia, NH
WLVP	AM	24944	Gorham, ME
WMOO	FM	63193	Derby Center, VT
WNHV	AM	17800	White River Junction, VT
WNHW	FM	54908	Belmont, NH
WORK	FM	34810	Barre, VT
WSNO	AM	34813	Barre, VT
WTHK	FM	57728	Wilmington, VT
WTHT	FM	24949	Auburn, ME
WTSV	AM	17795	Claremont, NH
WWEQ	FM	39806	Myersville, MD
WWFY	FM	17808	Berlin, VT
WWOD	FM	20606	Hartford, CT
WXLF	FM	17801	White River Junction, VT
WZLF	FM	69493	Bellows Falls, VT

Through subsidiaries, GSG also has debt interests in certain broadcast licensees that, although currently non-attributable, will become attributable in certain markets by application of the FCC's "equity/debt plus" (or "EDP") rule upon GS & Co.'s acquisition of an attributable interest in Nassau I as described above. Specifically, GSG will obtain an EDP interest in broadcast stations licensed to MLB-Hagerstown-Chambersburg IV, LLC ("MLB") and WTVE License Company, LLC ("WLC"). Those stations are set forth below.

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MLB:

Call Sign	Service	Fac. ID No.	Community of License
WCHA	AM	10110	Chambersburg, PA
WDLT	FM	23469	Halfway, MD
WHAG	AM	23466	Halfway, MD
WIKZ	FM	10108	Chambersburg, PA
WQCM	FM	25128	Greencastle, PA

WLC:

Call Sign	Service	Fac. ID No.	Community of License
WTVE-TV	TV	55305	Reading, PA

**Urban Radio Communications:** GSG is the sole member and sole owner of GSUIG, LLC (“GSUIG”). GSUIG has a membership interest in Urban Radio Communications, LLC (“URC”). URC, in turn, is (1) the sole member of Urban Radio Licenses, LLC (“URL”), (2) the sole shareholder of FM Broadcasting Corporation (“FMBC”), (3) the sole shareholder of Trinity Broadcasting Corporation (“TBC”), and (4) the sole member of Urban Radio Broadcasting, LLC (“URB”).

URL is the licensee of the following radio stations:

Call Sign	Service	Fac. ID No.	Community of License
WACR-FM	FM	65200	Columbus AFB, MS
WAJV	FM	12229	Brooksville, MS
WIMX	FM	7730	Gibsonburg, OH
WJZE	FM	55183	Oak Harbor, OH
WLAY	AM	60611	Muscle Shoals, AL
WLAY-FM	FM	14928	Littleville, AL
WMSR-FM	FM	50128	Collinwood, TN
WMSU	FM	10349	Starkville, MS
WMXV	FM	6709	St. Joseph, TN
WVNA	AM	19457	Tuscumbia, AL
WVNA-FM	FM	60610	Muscle Shoals, AL

FMBC is the licensee of the following radio station:

Call Sign	Service	Fac. ID No.	Community of License
KMXH	FM	21854	Alexandria, LA

TBC is the licensee of the following radio station:

Call Sign	Service	Fac. ID No.	Community of License
KBCE	FM	67947	Boyce, LA

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URB provides programming for the following stations pursuant to local marketing agreements:

Call Sign	Service	Fac. ID No.	Community of License
WESE	FM	68352	Baldwyn, MS
WHTU	FM	48780	Newton, MS
WJDQ	FM	7065	Marion, MS
WKMQ	FM	68351	Tupelo, MS
WMSO	FM	7067	Meridian, MS
WTUP	AM	68353	Tupelo, MS
WWKZ	FM	64364	Okolona, MS
WWZD-FM	FM	68354	New Albany, MS
WYHL	AM	7064	Meridian, MS
WZKS	FM	17357	Union, MS

**Border Media Partners, LLC:** GSUIG has a membership interest in Border Media Partners, LLC (“BMP”), the ultimate parent of the following entities (together, the “Border Licensees”): BMP San Antonio License Company, L.P. (“BMP SA”); BMP 100.5 FM, L.P., (“BMP 100.5”); BMP RGV License Company, L.P. (“BMP RGV”); BMP Austin License Company, L.P. (“BMP A”); and BMP Waco License Company, L.P. (“BMP W”).<sup>3</sup>

BMP SA is the licensee of the following radio stations:

Call Sign	Service	Fac. ID No.	Community of License
KHHL	FM	78984	Karnes City, TX
KJXK	FM	71086	San Antonio, TX
KLEY-FM	FM	55414	Jourdanton, TX
KRIO-FM	FM	83596	Pearsall, TX
KSAH	AM	23072	Universal City, TX
KTFM	FM	2543	Floresville, TX
KTSA	AM	71087	San Antonio, TX
KZDC	AM	65330	San Antonio, TX

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<sup>3</sup> The FCC has granted applications for the transfer of control of the Border Licensees from BMP to Border Media Business Trust. *See* FCC File Nos. BTC(H)-20090724AAR / AAX / ABC / ABJ / ACF. The transaction has not yet closed.



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BMP 100.5 is the licensee of the following radio stations:

Call Sign	Service	Fac. ID No.	Community of License
KBDR	FM	906	Mirando City, TX
KLNT	AM	42149	Laredo, TX
KNEX	FM	42148	Laredo, TX

BMP RGV is the licensee of the following radio stations:

Call Sign	Service	Fac. ID No.	Community of License
KBUC	FM	18654	Raymondville, TX
KESO	FM	36650	South Padre Island, TX
KJAV	FM	51957	Alamo, TX
KSOX	AM	18653	Raymondville, TX
KURV	AM	70463	Edinburg, TX
KVJY	AM	64629	Pharr, TX
KZSP	FM	56473	South Padre Island, TX

BMP A is the licensee of the following radio stations:

Call Sign	Service	Fac. ID No.	Community of License
KFON	AM	41211	Austin, TX
KXBT	FM	59982	Leander, TX
KTXX-FM	FM	40762	Dripping Springs, TX
KXXS	FM	19223	Elgin, TX

BMP W is the licensee of the following radio station:

Call Sign	Service	Fac. ID No.	Community of License
KWOW	FM	6449	Clifton, TX

BMP provides programming for KQUR(FM), Laredo, TX (Fac. ID No. 6430) pursuant to a local marketing agreement.

BMP, through subsidiaries, is the licensee of the following Mexican radio stations:

Call Sign	Service	Fac. ID No.	Community of License
XAVO	FM	N/A	Rio Bravo, MX
XCAO	FM	N/A	Camargo, MX
XGTS	FM	N/A	Nuevo Laredo, MX
XHRR	FM	N/A	Reynosa, MX

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**NextMedia Investors, LLC:** Through subsidiaries, GSG has a membership interest in NextMedia Investors, LLC (“NMI”), the ultimate parent of NM Licensing LLC, which, in turn, is the licensee of the following radio stations:

<b>Call Sign</b>	<b>Service</b>	<b>Fac. ID No.</b>	<b>Community of License</b>
KBAY	FM	35401	Gilroy, CA
KEZR	FM	1176	San Jose, CA
KLAK	FM	36265	Tom Bean, TX
KMAD-FM	FM	54812	Whitesboro, TX
KMKT	FM	77588	Bells, TX
WANG	AM	47108	Havelock, NC
WCCQ	FM	10677	Crest Hill, IL
WCEN-FM	FM	60787	Hemlock, MI
WERO	FM	64609	Washington, NC
WERV-FM	FM	73171	Aurora, IL
WGER	FM	20384	Saginaw, MI
WHBC	AM	4489	Canton, OH
WHBC-FM	FM	4488	Canton, OH
WIIL	FM	28473	Kenosha, WI
WJOL	AM	62235	Joliet, IL
WKRS	AM	10450	Waukegan, IL
WKZQ-FM	FM	13890	Forestbrook, SC
WLIP	AM	28478	Kenosha, WI
WMYB	FM	27265	Myrtle Beach, SC
WQSL	FM	28171	Jacksonville, NC
WQZL	FM	47883	Belhaven, NC
WRNN	AM	24775	Myrtle Beach, SC
WRNN-FM	FM	53949	Socastee, SC
WRNS	AM	36944	Kinston, NC
WRNS-FM	FM	36950	Kinston, NC
WRXQ	FM	3959	Coal City, IL
WSGW	AM	22674	Saginaw, MI
WSGW-FM	FM	41842	Carrollton, MI
WSSM	FM	47106	Havelock, NC
WSSR	FM	62240	Joliet, IL
WTLZ	FM	74093	Saginaw, MI
WWYW	FM	3135	Dundee, IL
WXLC	FM	10451	Waukegan, IL
WXQR-FM	FM	28172	Jacksonville, NC
WYAV	FM	36947	Myrtle Beach, SC
WZSR	FM	53505	Woodstock, IL



# FCC Geographic Market Definition for St. Louis, MO

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Call Letters	AM/FM	Freq	Type Station	Format	Home Market	Market Designtn Date	Home Mkt Rank	Owner	City & State of License	County of License
KFUO	AM	850	NC	Religion	St. Louis, MO	07/02/2003	20	Lutheran Church-Missouri Synod	Clayton, MO	St Louis
KIHT	FM	96.3	C	Clsc Hits	St. Louis, MO	07/02/2003	20	Emmis Communications	St. Louis, MO	St Louis City
KATZ	AM	1600	C	Gospel	St. Louis, MO	07/02/2003	20	Clear Channel Communications Inc	St. Louis, MO	St Louis City
KFTK	FM	97.1	C	Talk	St. Louis, MO	07/02/2003	20	Emmis Communications	Florissant, MO	St Louis
KEZK	FM	102.5	C	AC	St. Louis, MO	07/02/2003	20	CBS Radio	St. Louis, MO	St Louis City
KFUO	FM	99.1	C	Classical	St. Louis, MO	07/02/2003	20	Lutheran Church-Missouri Synod	Clayton, MO	St Louis
KSLG	AM	1380	C	Sports	St. Louis, MO	07/02/2003	20	Simmons Media Group Inc	St. Louis, MO	St Louis City
KRFT	AM	1190	C	Sports	St. Louis, MO	07/02/2003	20	p Entertainment Media Trust	Desoto, MO	Jefferson
KLOU	FM	103.3	C	Clsc Hits	St. Louis, MO	07/02/2003	20	Clear Channel Communications Inc	St. Louis, MO	St Louis City
KHOJ	AM	1460	NC	Religion	St. Louis, MO	07/02/2003	20	Covenant Network	St. Charles, MO	St Charles
KJFF	AM	1400	C	News/Talk	St. Louis, MO	07/02/2003	20	GoodRadio.TV, LLC	Festus, MO	Jefferson
KLPW	AM	1220	C	Talk	St. Louis, MO	07/02/2003	20	Eckelkamp, Louis	Union, MO	Franklin
KLPW	FM	101.7	C	Country	St. Louis, MO	07/02/2003	20	p Wachter, Randy	Elsberry, MO	Lincoln
KSLZ	FM	107.7	C	CHR	St. Louis, MO	07/02/2003	20	Clear Channel Communications Inc	St. Louis, MO	St Louis City
KMOX	AM	1120	C	Nws/Tlk/Spt	St. Louis, MO	07/02/2003	20	CBS Radio	St. Louis, MO	St Louis City
KQQX	FM	93.3	C	Alternative	St. Louis, MO	07/02/2003	20	Wachter, Randy	Steelville, MO	Crawford
KDJR	FM	100.1	C	Religion	St. Louis, MO	07/02/2003	20	Family Worship Center Church Inc	De Soto, MO	Jefferson
KSD	FM	93.7	C	Country	St. Louis, MO	07/02/2003	20	Clear Channel Communications Inc	St. Louis, MO	St Louis City
KPNT	FM	105.7	C	Alternative	St. Louis, MO	07/02/2003	20	Emmis Communications	St. Genevieve, MO	Ste Genevieve
KSHE	FM	94.7	C	Clsc Rock	St. Louis, MO	07/02/2003	20	Emmis Communications	Crestwood, MO	St Louis
KSIV	AM	1320	C	Chrst/Info	St. Louis, MO	07/02/2003	20	Bott Radio Network	Clayton, MO	St Louis
KSTL	AM	690	C	Gospel	St. Louis, MO	07/02/2003	20	Crawford Broadcasting Company	St. Louis, MO	St Louis City
KTUI	AM	1560	C	News/Talk	St. Louis, MO	07/02/2003	20	Fidelity Broadcasting Inc	Sullivan, MO	Franklin
KTUI	FM	102.1	C	Sprts/Cntry	St. Louis, MO	07/02/2003	20	Fidelity Broadcasting Inc	Sullivan, MO	Franklin
KTRS	AM	550	C	Nws/Tlk/Spt	St. Louis, MO	07/02/2003	20	St Louis Sports Radio LLC	St. Louis, MO	St Louis City
WHHL	FM	104.1	C	Urban	St. Louis, MO	07/02/2003	20	Radio One Inc	Hazelwood, MO	St Louis
KWRE	AM	730	C	Country	St. Louis, MO	07/02/2003	20	Kaspar Broadcasting Company	Warrenton, MO	Warren
KXEN	AM	1010	C	Christian	St. Louis, MO	07/02/2003	20	Radio Property Ventures	St. Louis, MO	St Louis
KJSL	AM	630	C	Talk	St. Louis, MO	07/02/2003	20	Crawford Broadcasting Company	St. Louis, MO	St Louis City
KYKY	FM	98.1	C	Hot AC	St. Louis, MO	07/02/2003	20	CBS Radio	St. Louis, MO	St Louis City
KMJM	FM	104.9	C	Urban AC	St. Louis, MO	07/02/2003	20	Clear Channel Communications Inc	Columbia, IL	Monroe
WFFX	AM	1490	C	Sports	St. Louis, MO	07/02/2003	20	Simmons Media Group Inc	East St. Louis, IL	St Clair
WEW	AM	770	C	Ethnic	St. Louis, MO	07/02/2003	20	Birach Broadcasting Corporation	St. Louis, MO	St Louis City
WG NU	AM	920	C	Talk	St. Louis, MO	07/02/2003	20	Radio Property Ventures	Granite City, IL	Madison

"C" - Commercial Station; "NC" - Non Commercial Station

"p" indicates pending sale to owner listed



# FCC Geographic Market Definition for St. Louis, MO

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Call Letters	AM/FM	Freq	Type Station	Format	Home Market	Market Designtn Date	Home Mkt Rank	Owner	City & State of License	County of License
WSDZ	AM	1260	C	Family Hits	St. Louis, MO	07/02/2003	20	ABC/Disney	Belleville, IL	St Clair
KZQZ	AM	1430	C	Talk/Oldes	St. Louis, MO	07/02/2003	20	Entertainment Media Trust	St. Louis, MO	St Louis City
WIL	FM	92.3	C	Country	St. Louis, MO	07/02/2003	20	Bonneville International Corp	St. Louis, MO	St Louis City
WYOZ	AM	1510	C	Country	St. Louis, MO	07/02/2003	20	Entertainment Media Trust	Highland, IL	Madison
WJBM	AM	1480	C	News/Talk	St. Louis, MO	07/02/2003	20	DJ Two Rivers Radio, Inc.	Jerseyville, IL	Jersey
WARH	FM	106.5	C	Clsc Hits	St. Louis, MO	07/02/2003	20	Bonneville International Corp	Granite City, IL	Madison
WBGZ	AM	1570	C	News/Talk	St. Louis, MO	07/02/2003	20	Metroplex Communications	Alton, IL	Madison
KFNS	AM	590	C	Sprts/Talk	St. Louis, MO	07/02/2003	20	Big League Broadcasting	Wood River, IL	Madison
KATZ	FM	100.3	C	HpHop/Rhy	St. Louis, MO	07/02/2003	20	Clear Channel Communications Inc	Alton, IL	Madison
KWMO	AM	1350	C	Talk	St. Louis, MO	07/02/2003	20	CompuTraffic Inc	Washington, MO	Franklin
WRYT	AM	1080	NC	Religion	St. Louis, MO	07/02/2003	20	Covenant Network	Edwardsville, IL	Madison
WFUN	FM	95.5	C	Urban AC	St. Louis, MO	07/02/2003	20	Radio One Inc	Bethalto, IL	Madison
KSLQ	FM	104.5	C	AC	St. Louis, MO	07/02/2003	20	CompuTraffic Inc	Washington, MO	Franklin
KFAV	FM	99.9	C	Country	St. Louis, MO	07/02/2003	20	Kaspar Broadcasting Company	Warrenton, MO	Warren
WXOS	FM	101.1	C	Sports	St. Louis, MO	07/02/2003	20	Bonneville International Corp	East St. Louis, IL	St Clair
KFNS	FM	100.7	C	Adult Hits	St. Louis, MO	07/02/2003	20	Westplex Broadcasting LLC	Troy, MO	Lincoln
WIJR	AM	880	C	Mexican	St. Louis, MO	07/02/2003	20	Birach Broadcasting Corporation	Highland, IL	Madison
WCXO	FM	96.7	C	Variety Hit	St. Louis, MO	07/02/2003	20	Clinton County Bcstg Inc	Carlyle, IL	Clinton
KCFV	FM	89.5	NC	CHR/Rhymc	St. Louis, MO	07/02/2003	20	St Louis Community College	Ferguson, MO	St Louis
KCLC	FM	89.1	NC	AAA	St. Louis, MO	07/02/2003	20	Lindenwood College	St. Charles, MO	St Charles
KGNA	FM	89.9	NC	Christian	St. Louis, MO	07/02/2003	20	Missouri River Christian Broadcasting	Arnold, MO	Jefferson
KDHX	FM	88.1	NC	Variety	St. Louis, MO	07/02/2003	20	Double Helix Corporation	St. Louis, MO	St Louis City
KGNV	FM	89.9	NC	Christian	St. Louis, MO	07/02/2003	20	Missouri River Christian Broadcasting	Washington, MO	Franklin
KNLH	FM	89.5	NC	Gospel	St. Louis, MO	07/02/2003	20	New Life Evangelistic Center Incorporated	Cedar Hill, MO	Jefferson
KRHS	FM	90.1	NC	Educational	St. Louis, MO	07/02/2003	20	Ritenour Consolidated School District	Overland, MO	St Louis
KSIV	FM	91.5	NC	Chrst/Info	St. Louis, MO	07/02/2003	20	Bott Radio Network	St. Louis, MO	St Louis City
KTBJ	FM	89.3	NC	Christian	St. Louis, MO	07/02/2003	20	Calvary Chapel of Twin Falls Inc	Festus, MO	Jefferson
KWMU	FM	90.7	NC	Nws/Tlk/Inf	St. Louis, MO	07/02/2003	20	University of Missouri	St. Louis, MO	St Louis City
KWUR	FM	90.3	NC	AOR	St. Louis, MO	07/02/2003	20	Washington University	Clayton, MO	St Louis
KGNX	FM	89.7	NC	Christian	St. Louis, MO	07/02/2003	20	Missouri River Christian Broadcasting	Ballwin, MO	St Louis
WLCA	FM	89.9	NC	New Rock	St. Louis, MO	07/02/2003	20	Lewis & Clark Community College	Godfrey, IL	Madison
WSIE	FM	88.7	NC	Jazz	St. Louis, MO	07/02/2003	20	Southern Illinois University	Edwardsville, IL	Madison
WIBV	FM	102.1	C	Country	St. Louis, MO	09/23/2009	20	Stratemeyer, Benjamin	Mount Vernon, IL	Jefferson
WCBW	FM	89.7	NC	ChrsContem	St. Louis, MO	07/02/2003	20	New Life Evangelistic Center Incorporated	East St. Louis, IL	St Clair

"C" - Commercial Station; "NC" - Non Commercial Station

"p" indicates pending sale to owner listed



FCC Geographic Market Definition for St. Louis, MO

REDACTED FOR PUBLIC INSPECTION

Call Letters	AM/FM	Freq	Type Station	Format	Home Market	Market Designtn Date	Home Mkt Rank	Owner	City & State of License	County of License
WDLJ	FM	97.5	C	Clsc Rock	St. Louis, MO	07/02/2003	20	KM Communications Inc	Breese, IL	Clinton
WARW	FM	89.5	NC	Chrst/Rock	St. Louis, MO	02/01/2006	20	Educational Media Foundation	Dorsey, IL	Madison

Number of Stations in Geographic Market 70

Previous Stations in Geographic Market

**REDACTED FOR PUBLIC INSPECTION**

## **Attachment F**



REDACTED FOR PUBLIC INSPECTION  
UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

(FOR CHIEF, AUDIO DIVISION, MEDIA BUREAU)

DATE: 01/06/2010

<input checked="checked" type="checkbox"/> CONSENT TO ASSIGNMENT:	FROM: SIMMONS-AUSTIN, LS, LLC
<input type="checkbox"/> CONSENT TO TRANSFER:	TO: ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE
Licensee/Permittee: (for transfer only)	

CLASS	CALL SIGN	FACILITY ID	FILE#	STATION LOCATION	AUXILIARY STATIONS
AM	KFTK	72815	BAL-20091103ABM	EAST ST. LOUIS, IL	ALL CURRENTLY AUTHORIZED AUXILIARY STATIONS

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 90 days from the date hereof, and notice in letter form thereof shall promptly be furnished to the Commission by the seller or buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323, Ownership Report, must be filed within 30 days after consummation, by the licensee/permittee or assignee.

ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

**Attachment G**



**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Entertainment Media Trust, Dennis J. Watkins,	)	File No.: EB-10-KC-0020
Trustee	)	
Licensee of Station KZQZ	)	
St. Louis, MO	)	NAL/Acct. No.: 201132560003
Facility ID # 72391	)	
	)	
Licensee of Station KQQZ	)	FRN: 0014655476
DeSoto, MO	)	
Facility ID # 5281	)	

**NOTICE OF APPARENT LIABILITY FOR FORFEITURE**

Adopted: May 19, 2011

Released: May 19, 2011

By the District Director, Kansas City Office, South Central Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Notice of Apparent Liability for Forfeiture (“NAL”), we find that Entertainment Media Trust, Dennis J. Watkins, Trustee (“Entertainment Media Trust” or “the Licensee”), licensee of AM Station KZQZ, in St. Louis, MO and AM Station KQQZ, in DeSoto, MO, apparently willfully violated section 73.1350 of the Commission’s Rules (“Rules”)<sup>1</sup> by failing to operate Station KZQZ in accordance with the terms of its station authorization. We also find that the Licensee apparently willfully and repeatedly violated sections 73.1590 and 73.3526 of the Rules<sup>2</sup> by failing to conduct required annual equipment performance measurements for Station KZQZ and failing to maintain and make available complete public inspection files for Stations KZQZ and KQQZ. We conclude that Entertainment Media Trust is apparently liable for a forfeiture in the amount of twenty-five thousand dollars (\$25,000).

**II. BACKGROUND**

2. On April 20, 2010, in response to a complaint, an agent from the Enforcement Bureau’s Kansas City Office (“Kansas City Office”) took measurements from a location approximately one kilometer west of the KZQZ transmitter site and observed no change in the field strength of the station’s transmissions after 6:30 p.m. CDT.<sup>3</sup> According to the KZQZ station authorization, the station must switch from daytime to nighttime directional patterns at 6:30 p.m. CDT during the entire month of April.<sup>4</sup>

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<sup>1</sup> 47 C.F.R. § 73.1350.

<sup>2</sup> 47 C.F.R. §§ 73.1590, 73.3526.

<sup>3</sup> The agent took measurements at 6:07 p.m. CDT and at 8:05 p.m. CDT.

<sup>4</sup> License File Number: BZ-19990924ABK.

3. On April 21, 2010, an agent from the Kansas City Office conducted an inspection of the main studio of co-located Stations KZQZ and KQQZ. The agent requested to inspect both of the stations' public inspection files during normal business hours. The public inspection file for Station KZQZ was missing eight issues/programs lists, *i.e.*, all issues/programs lists for the period after the licensee acquired the station in March 2008. The public inspection file for Station KQQZ was missing two issues/programs lists, *i.e.*, both issues/programs lists for the period after the licensee acquired the station in November 2009. Station personnel also stated that Station KZQZ had received comments from the public on the station's webpage, but none of these comments was included in the public inspection file.

4. An agent from the Kansas City Office also conducted field intensity measurements of the Station KZQZ signal on April 21, 2010, after the station had switched manually to a nighttime directional pattern. Measurements taken at the same location as on April 20, 2010 found the field intensity to be one-tenth of the value measured the previous evening. According to station management, no remote monitoring equipment was installed or used at Station KZQZ, and no operator had made observations of the transmitting system to determine if the directional pattern was correct for the pertinent time of day. Station management also stated that the licensee had not established any monitoring procedures or schedules for the station and had not maintained any station logs, other than those pertaining to the Emergency Alert System.

5. On April 27, 2010, the Kansas City Office issued a Letter of Inquiry ("*LOI*")<sup>5</sup> to the licensee requesting copies of the last set of equipment performance measurements for Station KZQZ made to demonstrate the station's compliance with spurious and harmonic emissions requirements in accordance with section 73.1590(d) of the Rules.<sup>6</sup> In its response to the *LOI*, dated May 6, 2010, Entertainment Media Trust stated that "arrangements [for the measurements] were in process but never coordinated because of time restraints on both sides" and that "this will be corrected as soon as possible."<sup>7</sup>

### **III. DISCUSSION**

6. Section 503(b) of the Act<sup>8</sup> provides that any person who willfully or repeatedly fails to comply substantially with the terms and conditions of any license, or willfully or repeatedly fails to comply with any of the provisions of the Act or of any rule, regulation or order issued by the Commission thereunder, shall be liable for a forfeiture penalty. Section 312(f)(1) of the Act defines willful as the "conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate" the law.<sup>9</sup> The legislative history to section 312(f)(1) of the Act clarifies that this definition of willful applies to both section 312 and 503(b) of the Act<sup>10</sup> and the Commission has so interpreted the term in the section

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<sup>5</sup> Letter from Robert McKinney, District Director, Kansas City Office, South Central Region, Enforcement Bureau to Dennis Watkins, Trustee, Entertainment Media Trust (April 27, 2010).

<sup>6</sup> 47 C.F.R. § 73.1590(d).

<sup>7</sup> Letter from Dennis Watkins, Trustee, Entertainment Media Trust to Robert McKinney, District Director, Kansas City Office, South Central Region, Enforcement Bureau (May 6, 2010).

<sup>8</sup> 47 U.S.C. § 503(b).

<sup>9</sup> 47 U.S.C. § 312(f)(1).

<sup>10</sup> H.R. Rep. No. 97-765, 97<sup>th</sup> Cong. 2d Sess. 51 (1982) ("This provision [inserted in section 312] defines the terms 'willful' and 'repeated' for purposes of section 312, and for any other relevant section of the act (e.g., section 503)... As defined ... 'willful' means that the licensee knew that he was doing the act in question, regardless of whether there was an intent to violate the law. 'Repeated' means more than once, or where the act is continuous, for more than one day. Whether an act is considered to be 'continuous' would depend upon the circumstances in each case. The definitions are intended primarily to clarify the language in sections 312 and 503, and are consistent with the Commission's application of those terms ...").

503(b) context.<sup>11</sup> The Commission may also assess a forfeiture for violations that are merely repeated, and not willful.<sup>12</sup> The term “repeated” means the commission or omission of such act more than once or for more than one day.<sup>13</sup>

7. Section 73.1350 of the Rules states that “[e]ach licensee is responsible for maintaining and operating its broadcast station in a manner which complies with the technical rules set forth elsewhere in this part and in accordance with the terms of the station authorization.”<sup>14</sup> Section 73.62(b) of the Rules states that “[i]n the event of a failure of system components, improper pattern switching or any other event that results in operation substantially at variance from the radiation pattern specified in the instrument of authorization for the pertinent time of day, operation must be terminated within three minutes unless power can be reduced sufficiently to eliminate any excessive radiation.”<sup>15</sup>

8. The station authorization for Station KZQZ requires it to switch from daytime to nighttime directional patterns at 6:30 p.m. CDT during the entire month of April. On April 20, 2010, an agent from the Kansas City Office observed no change in the field strength of station KZQZ’s transmissions before and after 6:30 p.m. CDT. On April 21, 2010, the same agent took field strength measurements from the same location as the previous day, when Station KZQZ was confirmed to be operating with a nighttime directional pattern. The field strength measurement when the station was operating with a nighttime directional pattern was one-tenth the amount measured on April 20, 2010. Accordingly, we find that on April 20, 2010, Station KZQZ was operating with a daytime directional pattern after 6:30 p.m. CDT. The Licensee had no station personnel monitoring the station’s transmitter, no remote control equipment installed, and no automated monitoring equipment to determine if the station was operating outside authorized parameters for the pertinent time of day. In addition, the Licensee had not established monitoring procedures or schedules for the station to ensure compliance with the Rules and the station authorization. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully violated sections 73.1350 of the Rules by failing to operate Station KZQZ consistent with the terms of its station authorization by its operation with an incorrect directional pattern.

9. Section 73.1590(a)(6) of the Rules states, in relevant part, that “the licensee of each AM... station... must make equipment performance measurements for each main transmitter ... annually, ... with not more than 14 months between measurements...”<sup>16</sup> Sections 73.1590(b) and (d) of the Rules further require that measurements “for spurious and harmonic emissions must be made to show compliance with the transmission system requirements of § 73.44 for AM stations” and that such measurements “together with a description of the equipment and procedure used in making the measurements, signed and dated by qualified person(s) making the measurements, must be kept on file at the transmitter or remote control point for a period of 2 years, and on request must be made available during that time to duly authorized representatives of the FCC.”<sup>17</sup>

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<sup>11</sup> See, e.g., *Application for Review of Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991), *recon. denied*, 7 FCC Rcd 3454 (1992) (“*Southern California Broadcasting Co.*”).

<sup>12</sup> See, e.g., *Callais Cablevision, Inc.*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359, 1362 ¶ 10 (2001) (“*Callais Cablevision, Inc.*”) (proposing a forfeiture for, *inter alia*, a cable television operator’s repeated signal leakage).

<sup>13</sup> Section 312(f)(2) of the Act, 47 U.S.C. § 312(f)(2), which also applies to violations for which forfeitures are assessed under section 503(b) of the Act, provides that “[t]he term ‘repeated’, when used with reference to the commission or omission of any act, means the commission or omission of such act more than once or, if such commission or omission is continuous, for more than one day.”

<sup>14</sup> 47 C.F.R. § 73.1350.

<sup>15</sup> 47 C.F.R. § 73.62(b).

<sup>16</sup> 47 C.F.R. § 73.1590(a)(6).

<sup>17</sup> 47 C.F.R. § 73.1590(b), (d).

10. During the April 21, 2010 inspection, station management could not provide the results of the latest equipment performance measurements pertaining to spurious and harmonic emissions on Station KZQZ. In response to the *LOI*, the Licensee stated that it did not conduct these annual equipment performance measurements. The Licensee acquired Station KZQZ in March 2008, and should have conducted these measurements in both 2008 and 2009. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully and repeatedly violated section 73.1590 of the Rules by failing to conduct required equipment performance measurements for Station KZQZ in 2008 and 2009.

11. Section 73.3526 of the Rules states that “[e]very permittee or licensee of an AM, FM, TV or a Class A station in the commercial broadcast services shall maintain a public inspection file containing the material” set forth in that section.<sup>18</sup> Section 73.3526(e)(9) of the Rules states that “[a]ll written comments and suggestions received from the public regarding operation of the station . . . shall be retained for a period of three years from the date on which they are received by the licensee.”<sup>19</sup> Section 73.3526(e)(12) of the Rules states that commercial AM and FM broadcast stations must retain in the file “every three months a list of programs that have provided the station’s most significant treatment of community issues during the preceding three month period. [ . . . ] The lists described in this paragraph shall be retained in the public inspection file until final action has been taken on the station’s next license renewal application.”<sup>20</sup> The public inspection file must be maintained at the main studio of the station,<sup>21</sup> and must be available for public inspection at any time during regular business hours.<sup>22</sup>

12. On April 21, 2010, in response to a Kansas City Office agent’s request during normal business hours to view the stations’ public inspection files, Stations KQQZ and KZQZ were unable to make available complete public inspection files. As discussed above, Station KQQZ’s public inspection file was missing issues/programs lists for two quarters and Station KZQZ’s public inspection file was missing issues/programs lists for eight quarters. There was no evidence that Entertainment Media Trust had ever maintained any issues/programs lists since it acquired the two stations. Station KZQZ’s public inspection file was also missing comments received from the public via the station’s webpage. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully violated section 73.3526 of the Rules by failing to make available complete public inspection files for Stations KQQZ and KZQZ and apparently willfully and repeatedly violated section 73.3526 of the Rules by failing to maintain complete public inspection files for those stations.

13. Pursuant to the *Forfeiture Policy Statement*, and section 1.80 of the Rules, the base forfeiture amount for operation with an improper radiation pattern for the pertinent time of day is \$7,000, for failure to make required measurements is \$2,000, and for violations of the public file rules is \$10,000.<sup>23</sup> In assessing the monetary forfeiture amount, we must also take into account the statutory factors set forth in section 503(b)(2)(E) of the Act, which include the nature, circumstances, extent, and gravity of the violations, and with respect to the violator, the degree of culpability, and history of prior offenses, ability to pay, and other such matters as justice may require.<sup>24</sup>

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<sup>18</sup> 47 C.F.R. § 73.3526(a)(2).

<sup>19</sup> 47 C.F.R. § 73.3526(e)(9).

<sup>20</sup> 47 C.F.R. § 73.3526(e)(12).

<sup>21</sup> 47 C.F.R. § 73.3526(b).

<sup>22</sup> 47 C.F.R. § 73.3526(c).

<sup>23</sup> *The Commission’s Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997) (“*Forfeiture Policy Statement*”), recon. denied, 15 FCC Rcd 303 (1999); 47 C.F.R. § 1.80.

<sup>24</sup> 47 U.S.C. § 503(b)(2)(E).

14. Applying the *Forfeiture Policy Statement*, section 1.80 of the Rules, and the statutory factors to the instant case, we conclude that Entertainment Media Trust is apparently liable for a total forfeiture of \$25,000, consisting of the following: \$7,000 for Station KZQZ's failure to operate consistent with the terms of its station authorization; \$2,000 for Station KZQZ's failure to make required measurements in 2008; \$2,000 for Station KZQZ's failure to make required measurements in 2009; \$12,000 for Station KZQZ's incomplete public inspection file, and \$2,000 for Station KQQZ's incomplete public inspection file. The last two proposed forfeiture amounts are particularly influenced by our finding in another enforcement action issued today involving an inspection of two other stations owned by the Licensee on the same day as the inspection here.<sup>25</sup> That inspection found additional public inspection file violations at both stations, raising concerns that the Licensee may have a systematic compliance issue with the Commission's public inspection file rules. We strongly encourage the Licensee to review those rules closely and ensure that all of its facilities are in compliance.

#### **IV. ORDERING CLAUSES**

15. Accordingly, **IT IS ORDERED** that, pursuant to section 503(b) of the Communications Act of 1934, as amended, and sections 0.111, 0.204, 0.311, 0.314 and 1.80 of the Commission's Rules, Entertainment Media Trust, Dennis J. Watkins, Trustee is hereby **NOTIFIED** of this **APPARENT LIABILITY FOR A FORFEITURE** in the amount of twenty-five thousand dollars (\$25,000) for violations of sections 73.1350, 73.1590 and 73.3526 of the Rules.<sup>26</sup>

16. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission's Rules within thirty days of the release date of this Notice of Apparent Liability for Forfeiture, Entertainment Media Trust, Dennis J. Watkins, Trustee **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

17. Payment of the forfeiture must be made by credit card, check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Requests for full payment under an installment plan should be sent to: Chief Financial Officer -- Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>8</sup> If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov). If payment is made, Entertainment Media Trust will send electronic notification on the date said payment is made to [SCR-Response@fcc.gov](mailto:SCR-Response@fcc.gov).

18. The written statement seeking reduction or cancellation of the proposed forfeiture, if any, must include a detailed factual statement supported by appropriate documentation and affidavits pursuant to sections 1.80(f)(3) and 1.16 of the Rules. Mail the written statement to Federal Communications Commission, Enforcement Bureau, South Central Region, Kansas City Office, 520 N.E. Colbern Rd., 2<sup>nd</sup>

<sup>25</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability, DA 11-902 (Enf. Bur. rel. May 19, 2011).

<sup>26</sup> 47 U.S.C. § 503(b); 47 C.F.R. §§ 0.111, 0.204, 0.311, 0.314, 1.80, 73.1350, 73.1590, 73.3526.

<sup>8</sup> See 47 C.F.R. § 1.1914.

Floor, Lees Summit, Missouri, 64086, along with the NAL/Acct. No. referenced in the caption. Also, email the response to [SCR-Response@fcc.gov](mailto:SCR-Response@fcc.gov).

19. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the petitioner submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices ("GAAP"); or (3) some other reliable and objective documentation that accurately reflects the petitioner's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

20. **IT IS FURTHER ORDERED** that a copy of this Notice of Apparent Liability for Forfeiture shall be sent by both Certified Mail, Return Receipt Requested, and regular mail, to Entertainment Media Trust, Dennis J. Watkins, Trustee, 6500 W. Main Street, Suite 315, Belleville, IL 62223.

FEDERAL COMMUNICATIONS COMMISSION

Robert C. McKinney  
District Directory  
Kansas City Office  
South Central Region  
Enforcement Bureau

**Attachment H**



**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Entertainment Media Trust	)	EB-10-CG-0080
Dennis J. Watkins, Trustee	)	
	)	NAL/Acct. No. 201132320003
Licensee of Station WQQX	)	
East St. Louis, Illinois	)	FRN: 0014655476
Facility ID # 72815	)	
	)	
Licensee of Station WQQW	)	
Highland, Illinois	)	
Facility ID # 90598	)	

**NOTICE OF APPARENT LIABILITY FOR FORFEITURE**

**Adopted:** May 18, 2011

**Released:** May 19, 2011

By the District Director, Chicago Office, Northeast Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Notice of Apparent Liability for Forfeiture (“NAL”), we find that Entertainment Media Trust, Dennis J. Watkins, Trustee, (“Entertainment Media Trust”), licensee of AM Stations WQQX, East St. Louis, Illinois and WQQW, Highland, Illinois, apparently willfully and repeatedly violated section 73.3526 of the Commission’s Rules (“Rules”)<sup>1</sup> by failing to maintain and make available local public inspection files for Stations WQQW and WQQX. We conclude that Entertainment Media Trust is apparently liable for a forfeiture in the amount of twenty-four thousand dollars (\$24,000).

**II. BACKGROUND**

2. On April 20, 2010, in response to a complaint regarding possible rule violations, an agent from the Enforcement Bureau’s Chicago Office conducted an inspection of co-located Stations WQQX and WQQW at the stations’ main studio in Belleville, Illinois. The agent conducted the inspection with the stations’ general manager and broadcast consultant. The agent found that neither station was maintaining a local public inspection file. When asked about the stations’ public inspection files, station personnel were only able to produce ownership reports from 2008.

**III. DISCUSSION**

3. Section 503(b) of the Communications Act of 1934, as amended (“Act”),<sup>2</sup> provides that any person who willfully or repeatedly fails to comply substantially with the terms and conditions of any license, or willfully or repeatedly fails to comply with any of the provisions of the Act or of any rule, regulation or order issued by the Commission thereunder, shall be liable for a forfeiture penalty. Section 312(f)(1) of the Act defines willful as the “conscious and deliberate commission or omission of [any] act, irrespective of any

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<sup>1</sup> 47 C.F.R. § 73.3526(e)(12).

<sup>2</sup> 47 U.S.C. § 503(b).



intent to violate” the law.<sup>3</sup> The legislative history to section 312(f)(1) of the Act clarifies that this definition of willful applies to both section 312 and 503(b) of the Act<sup>4</sup> and the Commission has so interpreted the term in the section 503(b) context.<sup>5</sup> The Commission may also assess a forfeiture for violations that are merely repeated, and not willful.<sup>6</sup> The term “repeated” means the commission or omission of such act more than once or for more than one day.<sup>7</sup>

4. Section 73.3526(a)(2) of the Rules states that “[e]very permittee or licensee of an AM, FM, TV or a Class A TV station in the commercial broadcast services shall maintain a public inspection file containing the material” set forth in this section.<sup>8</sup> The public inspection file must be maintained at the main studio of the station,<sup>9</sup> and must be available for public inspection at any time during regular business hours.<sup>10</sup> During regular business hours on April 21, 2010, an agent inspected Stations WQQX and WQQW and found that neither station was maintaining a public inspection file, and, accordingly, could not make such file available for inspection. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully violated section 73.3526 of the Rules by failing to make available public inspection files for Stations WQQX and WQQW and willfully and repeatedly violated section 73.3526 of the Rules by failing to maintain complete public inspection files for those stations.

5. Pursuant to the Commission’s *Forfeiture Policy Statement* and section 1.80 of the Rules, the base forfeiture amount for each violation of the public file rules is \$10,000.<sup>11</sup> In assessing the monetary forfeiture amount, we must also take into account the statutory factors set forth in section 503(b)(2)(E) of the Act, which include the nature, circumstances, extent, and gravity of the violations, and with respect to the violator, the degree of culpability, and history of prior offenses, ability to pay, and other such matters as justice may require.<sup>12</sup> Applying the *Forfeiture Policy Statement*, section 1.80 of the Rules, and the statutory factors to the instant case, we conclude that Entertainment Media Trust is apparently liable for a forfeiture in

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<sup>3</sup> 47 U.S.C. § 312(f)(1).

<sup>4</sup> H.R. Rep. No. 97-765, 97<sup>th</sup> Cong. 2d Sess. 51 (1982) (“This provision [inserted in section 312] defines the terms ‘willful’ and ‘repeated’ for purposes of section 312, and for any other relevant section of the act (e.g., section 503).... As defined ... ‘willful’ means that the licensee knew that he was doing the act in question, regardless of whether there was an intent to violate the law. ‘Repeated’ means more than once, or where the act is continuous, for more than one day. Whether an act is considered to be ‘continuous’ would depend upon the circumstances in each case. The definitions are intended primarily to clarify the language in sections 312 and 503, and are consistent with the Commission’s application of those terms ...”).

<sup>5</sup> See, e.g., *Application for Review of Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991) (“*Southern California Broadcasting Co.*”), *recon. denied*, 7 FCC Rcd 3454 (1992).

<sup>6</sup> See, e.g., *Callais Cablevision, Inc.*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359, 1362 ¶ 10 (2001) (“*Callais Cablevision, Inc.*”) (proposing a forfeiture for, *inter alia*, a cable television operator’s repeated signal leakage).

<sup>7</sup> Section 312(f)(2) of the Act, 47 U.S.C. § 312(f)(2), which also applies to violations for which forfeitures are assessed under section 503(b) of the Act, provides that “[t]he term ‘repeated’, when used with reference to the commission or omission of any act, means the commission or omission of such act more than once or, if such commission or omission is continuous, for more than one day.”

<sup>8</sup> 47 C.F.R. § 73.3526(a)(2).

<sup>9</sup> 47 C.F.R. § 73.3526(b).

<sup>10</sup> 47 C.F.R. § 73.3526(c).

<sup>11</sup> *The Commission’s Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997) (“*Forfeiture Policy Statement*”), *recon. denied*, 15 FCC Rcd 303 (1999); 47 C.F.R. § 1.80.

<sup>12</sup> 47 U.S.C. § 503(b)(2)(E).

the amount of \$24,000 (\$12,000 for Station WQQX and \$12,000 for WQQW). Our decision to upwardly adjust the base forfeiture amount by \$2,000 for each station is influenced by our finding in another enforcement action issued today involving an inspection of two other stations owned by Entertainment Media Trust on the same day as the inspection here.<sup>13</sup> That inspection found additional public inspection file violations at both stations, raising concerns that Entertainment Media Trust may have a systematic compliance issue with the Commission's public inspection file rules. We strongly encourage Entertainment Media Trust to review those rules closely and ensure that all of its facilities are in compliance.

#### **IV. ORDERING CLAUSES**

6. Accordingly, **IT IS ORDERED** that, pursuant to section 503(b) of the Communications Act of 1934, as amended, and sections 0.111, 0.311, 0.314 and 1.80 of the Commission's Rules, Entertainment Media Trust, Dennis J. Watkins, Trustee, is hereby **NOTIFIED** of this **APPARENT LIABILITY FOR A FORFEITURE** in the amount of twenty-four thousand dollars (\$24,000) for violations of section 73.3526 of the Rules.<sup>14</sup>

7. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission's Rules within thirty days of the release date of this Notice of Apparent Liability for Forfeiture, Entertainment Media Trust, Dennis J. Watkins, Trustee, **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

8. Payment of the forfeiture must be made by credit card, check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Requests for full payment under an installment plan should be sent to: Chief Financial Officer — Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>8</sup> If you have questions, please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov). If payment is made, Entertainment Media Trust shall send electronic notification on the date said payment is made to [NER-Response@fcc.gov](mailto:NER-Response@fcc.gov).

9. The written statement seeking reduction or cancellation of the proposed forfeiture, if any, must include a detailed factual statement supported by appropriate documentation and affidavits pursuant to sections 1.80(f)(3) and 1.16 of the Rules. The written statement, if any, must be mailed to Federal Communications Commission, Enforcement Bureau, Northeast Region, Chicago Office, 1550 North Northwest Highway, Room 306, Park Ridge, Illinois 60068 and must include the NAL/Acct. No. referenced in the caption. The statement should also be emailed to [NER-Response@fcc.gov](mailto:NER-Response@fcc.gov).

10. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the petitioner submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices ("GAAP"); or (3)

<sup>13</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability, DA 11- 900 (Enf. Bur. rel. May 19, 2011).

<sup>14</sup> 47 U.S.C. § 503(b), 47 C.F.R. §§ 0.111, 0.311, 0.314, 1.80, 73.3526.

<sup>8</sup> See 47 C.F.R. § 1.1914.

some other reliable and objective documentation that accurately reflects the petitioner's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

11. **IT IS FURTHER ORDERED** that a copy of this Notice of Apparent Liability for Forfeiture shall be sent by both Certified Mail, Return Receipt Requested, and regular mail, to Entertainment Media Trust, Dennis J. Watkins, Trustee, at 6500 W. Main Street, Suite 315, Belleville, IL 62223.

FEDERAL COMMUNICATIONS COMMISSION

James M. Roop  
District Director  
Chicago Office  
Northeast Region  
Enforcement Bureau

**REDACTED FOR PUBLIC INSPECTION**

## **Attachment I**

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

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FRN 0014655476

EMT admits to the facts as set forth in the Notice of Apparent Liability for Forfeiture as related by the Enforcement Bureau's Kansas City Field Office, but with respect to the public file violations, (as discussed in the companion *Request for Reduction of Proposed Forfeiture* being filed simultaneously in File No: EB-10-CG-0080 for commonly owned WQQX and WQQW), the deficiencies in the KZQZ and KQQZ public files arose from the consolidation and re-organization of same arising from the recent acquisitions of WQQX on January 15<sup>th</sup>, 2010 and KQQZ on November 30<sup>th</sup>, 2009 and the attendant consolidation of business operations of all four (4) stations into one location resulting in the temporary mislocation of certain portions of public files. At the time of the FCC Kansas City field office visit (in conjunction with the Chicago field office), the consolidated location in Belleville, Illinois was under construction to facilitate the office operations of all four stations from that single location (and was readily evident and



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disclosed to the respective field agents from each office). Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on that date were unable to locate the relevant documents. Following the April 20<sup>th</sup>, 2010 inspection, EMT completed construction and all four (4) station public files were reestablished in one location, items that preceded EMT's acquisition of the particular stations were located and placed in the public file, and an experienced broadcaster was engaged by EMT to update and maintain the public files, and continues to do so through this date.

Additionally, EMT admits to the facts relating to KZQZ's equipment failure on April 20<sup>th</sup>, 2011 resulting in the failure to switch from daytime to nighttime pattern on that date but as set forth in the accompanying *Declaration*, the supervising engineer was out of town on April 20<sup>th</sup>, 2010 and the equipment responsible for automatically switching the signal went offline and could not be timely restored. As such, while the violation did occur, it was not a "willful" or "continuous" violation by EMT but was rather the result of equipment failure, which, as noted in the NAL was remedied by the time FCC agents re-took measurements on April 21<sup>st</sup>, 2010. Accordingly, EMT requests the \$7,000 forfeiture for this violation be reduced in accordance with the factors and guidelines set forth in §1.80(b) (4) of the FCC Rules.

EMT has no prior history of FCC rules violations (*See e.g., Communications Systems, Inc., Forfeiture Order, 25 FCC Rcd 12516 (MB 2010) (reducing forfeiture by 20 percent from \$1,500 to \$1,200 based on history of compliance); Wayne State College, Forfeiture Order, 24 FCC Rcd 2484 (2009) (reducing forfeiture by 20 percent from \$9,000 to \$7,200 based on history of compliance).* Given the history of compliance,

along with the nature, circumstances, extent and gravity of the violations, and the remedial action taken, EMT requests that the Forfeiture for KZQZ be reduced at a minimum to the base forfeiture of \$10,000, consistent with prior Commission precedent, since EMT's violations, while admitted, were not more egregious than other intentional denials of access to public files (*see, e.g., Riverside Broadcasting, Inc. DA 00-2164, File No: EB-00-IH-0145, September 22, 2000*).

In additional to all of the foregoing reasons, EMT requests reduction of the overall forfeiture amounts for financial reasons. Attached to this Request are the past three (3) years US Federal Tax Returns Form 1120S for Insane Broadcasting Company (owned by EMT's beneficiary and the operating entity of the Stations), each of which evidence that EMT's operating company operated at a loss for the past three calendar years. Specifically the returns show, on line 21 of the 2010 return, that it had a net loss of \$[REDACTED], on line 21 of the 2009 return, that it had a net loss of \$[REDACTED] and on line 21 of the 2008 return, that it had a net loss of \$[REDACTED]. Payment of this forfeiture together with the companion forfeiture relating to WQQX/WQQW would impose a dire economic burden on EMT that it may not be able to recover from and would jeopardize the financial viability of the stations as a whole and ability of EMT to meet its obligations to employees and vendors.

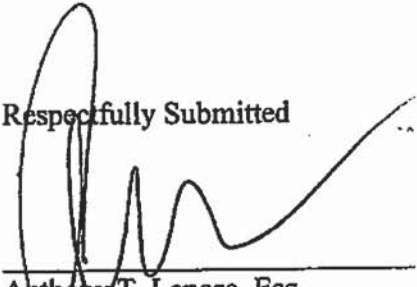
### *Conclusion*

For the reasons set forth herein, EMT requests that (1) the Forfeiture for the KZQZ equipment failure in the sum of \$7,000 be reduced; (2) the Forfeiture for KZQZ public file violations in the amount of \$12,000.00 in the above captioned matter be reduced at a minimum to the base forfeiture amount, and (3) that the overall forfeiture

REDACTED FOR PUBLIC INSPECTION

amounts be reduced based on the financial circumstances as evidenced by the attached tax returns.

Respectfully Submitted



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Anthony T. Lepore, Esq.  
Counsel for EMT  
P.O. Box 823662  
South Florida, FL 33082-3662  
954.433.2126 (Tel)  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)



**DECLARATION OF STEPHEN ROMANIK II**

I am beneficiary of the Trust which is the Licensee in the above captioned matter. I declare, under penalty of perjury, that I have reviewed the foregoing Request for Reduction of Proposed Forfeiture and the facts stated in the foregoing are true and correct.

Dated: 5/28/11

Signed STH [Signature]

**DECLARATION OF MICHAEL PETZ**

I am the Station Engineer for KZQZ and make this declaration under penalty of perjury, that the facts stated below are true and correct:

1. I was absent from the area and traveling on April 20<sup>th</sup>, 2010 when FCC field agents from the Kansas City office took measurements of the KZQZ broadcast signal, as well as on April 21<sup>st</sup>, 2010 when the same agents visited the KZQZ studios.
2. During my absence, the computer equipment that operates the systems used to switch the KZQZ transmitter from daytime pattern to nighttime pattern failed. Although the transmitter may be switched manually, it was not discovered that the failure had occurred until early on April 21<sup>st</sup>, 2010.
3. The transmitter was manually switched on April 21<sup>st</sup>, 2010 and thereafter until I returned to KZQZ and was able to restore the equipment that had failed. Since that failure KZQZ has established procedures to monitor the automatic switching to verify it occurs as required and has established procedures for making required measurements relative to spurious and harmonic emissions as required by §73.1590(d).

Further Declarant sayeth not.

Dated: MAY 29, 2011

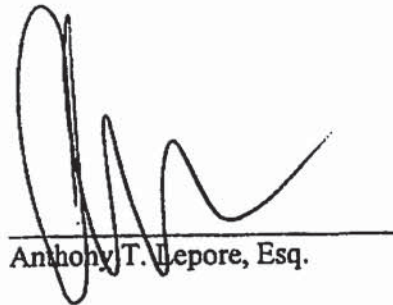
Signed: 

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Request for Reduction of Proposed Forfeiture" was served this 13th day of June, 2011 by first class United States Mail, postage prepaid, upon the following:

Federal Communications Commission  
Enforcement Bureau  
South Central Region – Kansas City Office  
520 N.E. Colburn Rd., 2<sup>nd</sup> Floor  
Lees Summit, MO 64086

And transmitted via email to: [SCR-Response@fcc.gov](mailto:SCR-Response@fcc.gov)



Anthony T. Lepore, Esq.

**Attachment J**

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

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NAL/Acct No. 201132320003  
FRN 0014655476

Following the acquisitions of WQQX and KQQX by EMT within 60 days of each other in late 2009/early 2010, EMT began consolidation of office operations for those two facilities, along with WQQW and KZQZ at a single location. Both the WQQX and



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KQQZ public files, as delivered from prior licensees, were in disarray and all of the 4 station files were initially maintained at separate locations. At the time of the FCC Chicago field office visit (in conjunction with the Kansas City field office), the consolidated location in Belleville, Illinois was under construction to facilitate the office operations of all four stations from that single location (and was readily evident and disclosed to the respective field agents from each office). Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on that date were unable to locate the relevant documents. Following the April 20<sup>th</sup>, 2010 inspection, EMT completed construction and all four (4) station public files were reestablished in one location, items that preceded EMT's acquisition of the particular stations were located and placed in the public file, and an experienced broadcaster was engaged by EMT to update and maintain the public files, and continues to do so through this date. Unlike the licensee in a recent similar matter (*Blue Skies Broadcasting Corp. DA 11-954, File No: EB-10-SD-0102*), who failed to correct the public file omissions even after field agent visits, resulting in an upward adjustment of the base forfeiture, EMT took immediate steps and hired staff dedicated expressly to maintenance of the four (4) public files.

EMT has no prior history of FCC rules violations (*See e.g., Communications Systems, Inc., Forfeiture Order, 25 FCC Rcd 12516 (MB 2010) (reducing forfeiture by 20 percent from \$1,500 to \$1,200 based on history of compliance); Wayne State College, Forfeiture Order, 24 FCC Rcd 2484 (2009) (reducing forfeiture by 20 percent from \$9,000 to \$7,200 based on history of compliance)*). Given the history of compliance, along with the nature, circumstances, extent and gravity of the violation, and the remedial

## REDACTED FOR PUBLIC INSPECTION

action taken, EMT requests that the Forfeiture amounts for WQQW and WQQX each be reduced at a minimum to the base forfeiture of \$10,000, consistent with prior Commission precedent, since EMT's violations, while admitted, were not more egregious than other intentional denials of access to public files (*see, e.g., Riverside Broadcasting, Inc. DA 00-2164, File No: EB-00-IH-0145, September 22, 2000*) and were rapidly corrected.

In additional to all of the foregoing reasons, EMT requests reduction of the overall forfeiture amounts for financial reasons. Attached to this Request are the past three (3) years US Federal Tax Returns Form 1120S for Insane Broadcasting Company (owned by EMT's beneficiary and the operating entity of the Stations), each of which evidence that EMT's operating company operated at a loss for the past three calendar years. Specifically the returns show, on line 21 of the 2010 return, that it had a net loss of \$[REDACTED] on line 21 of the 2009 return, that it had a net loss of \$[REDACTED] and on line 21 of the 2008 return, that it had a net loss of \$[REDACTED]. Payment of this forfeiture together with the companion forfeiture relating to KZQZ/KQQZ would impose a dire economic burden on EMT that it may not be able to recover from and would jeopardize the financial viability of the stations as a whole and ability of EMT to meet its obligations to employees and vendors.

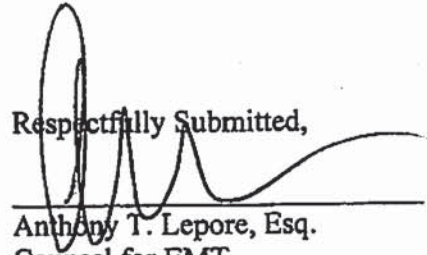
### *Conclusion*

For the reasons set forth herein, EMT requests that (1) the Forfeiture for the WQQW public file violation in the sum of \$12,000 be reduced at a minimum to the base forfeiture amount; and (2) the Forfeiture for the WQQX public file violation in the

REDACTED FOR PUBLIC INSPECTION

amount of \$12,000.00 be reduced at a minimum to the base forfeiture amount, and (3) that the overall forfeiture amounts be reduced based on the financial circumstances as evidenced by the attached tax returns.

Respectfully Submitted,



---

Anthony T. Lepore, Esq.  
Counsel for EMT  
P.O. Box 823662  
South Florida, FL 33082-3662  
954.433.2126 (Tel)  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)



**DECLARATION OF STEPHEN ROMANIK II**

I am beneficiary of the Trust which is the Licensee in the above captioned matter. I declare, under penalty of perjury, that I have reviewed the foregoing Request for Reduction of Proposed Forfeiture and the facts stated in the foregoing are true and correct.

Dated: 5/28/11

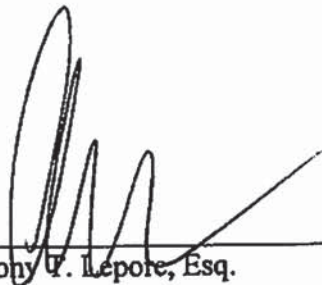
Signed 

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Request for Reduction of Proposed Forfeiture" was served this 13th day of June, 2011 by first class United States Mail, postage prepaid, upon the following:

Federal Communications Commission  
Enforcement Bureau  
Northeast Region – Chicago Office  
1550 North Northwest Highway, Room 306  
Park Ridge, IL 60068

And transmitted via email to: [NER-Response@fcc.gov](mailto:NER-Response@fcc.gov)



Anthony T. Lepore, Esq.

**Attachment K**

**REDACTED FOR PUBLIC INSPECTION**

**From:** Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)>  
**To:** "[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)" <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>  
**Cc:** "[Sharon.Webber@fcc.gov](mailto:Sharon.Webber@fcc.gov)" <[Sharon.Webber@fcc.gov](mailto:Sharon.Webber@fcc.gov)>  
**Sent:** Tuesday, June 21, 2011, 10:20:30 AM EDT  
**Subject:** RE: Entertainment Media Trust

Yes, redacting Mr. Romanik's social security number would be fine.

If you can't send them electronically, you may mail the paper returns to the KC Office:

Federal Communications Commission, Enforcement Bureau, South Central Region, Kansas City Office  
520 N.E. Colbern Rd., 2nd Floor  
Lees Summit, Missouri, 64086

Please include the NAL number 201132560003.

The KC Office will share the returns with the Detroit Office.

FYI, Sharon Webber is the Regional Counsel for the Northeast Region and will be handling the response to the companion NAL.

Thanks,

Diane

-----Original Message-----

From: Anthony Lepore [mailto:[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)]  
Sent: Tue 6/21/2011 10:04 AM  
To: Diane Law-Hsu  
Subject: RE: Entertainment Media Trust

Diane - I don't know the answer to your question below but I will find out and provide the applicable materials - where should they be sent? I'm away from my office in Massachusetts until 7/6/11 so it may take some time for me to get the material and forward it on. I just wanted to give you a heads up. Also, if it turns out to be Mr. Romanik's personal returns, do you mind if I redact his SS# from the documents for privacy reasons?

Anthony

Anthony T. Lepore, Esq., P.A.  
Florida Office: DC Office:  
P.O. Box 823662 4101 Albemarle Street NW, #324  
South Florida, FL 33082-3662 Washington, DC 20016  
954.433.2126 (Tel) 202.681.2201/202.470.0829 (Tel)

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply email and delete the message.

--- On Tue, 6/21/11, Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)> wrote:

**REDACTED FOR PUBLIC INSPECTION**

From: Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)>  
Subject: RE: Entertainment Media Trust  
To: "Anthony Lepore" <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>  
Cc: "Sharon Webber" <[Sharon.Webber@fcc.gov](mailto:Sharon.Webber@fcc.gov)>  
Date: Tuesday, June 21, 2011, 9:52 AM

Anthony,

It's my understanding that trusts must file a Form 1041, U.S. Income Tax Return for Estates and Trusts, for each taxable year where the trust has \$600 in income. However, if the trust is classified as a grantor trust, it is not required to file a Form 1041, provided that the individual grantor reports all items of income and allowable expenses on his own Form 1040, U.S. Individual Income Tax Return.

Did Entertainment Media Trust earn more than \$600 in income? If so, please provide the tax returns for the trust for 2008-2010. If the trust is a grantor trust and did not file tax returns for those years because Mr. Romanik II reported all of the trust's income, please provide Mr. Romanik's returns for the relevant years.

Thanks,

Diane

-----Original Message-----

From: Anthony Lepore [mailto:[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)]  
Sent: Mon 6/20/2011 12:17 PM  
To: Diane Law-Hsu  
Cc: Sharon Webber  
Subject: Re: Entertainment Media Trust

Diane - thank you for your note regarding the foregoing item - I did make reference in the body of the Request the relationship between the entities. Like many broadcasters, the licensee entity is kept separate from the operating entity for liability purposes. In this case, if you look at the Form 323 on file, you will see that Stephen Romanik II is the sole beneficiary of Entertainment Media Trust (the license entity); if you look at the tax returns I sent you, specifically schedules K-1 on each, you will see that Stephen Romanik II is also the 100% shareholder of Insane Broadcasting Company, which is the operating entity. Entertainment Media Trust only holds the broadcast licenses. Stephen Romanik II is therefore the principal behind both entities. Please let me know if this answers your questions or feel free to call me to discuss what other material may be useful in helping you with this issue. I don't believe there is any further documentation between the two entities but I will inquire to my client and advise if there is.

Anthony

Anthony T. Lepore, Esq., P.A.	
Florida Office:	DC Office:
P.O. Box 823662	4101 Albemarle Street NW, #324
South Florida, FL 33082-3662	Washington, DC 20016
954.433.2126 (Tel)	202.681.2201/202.470.0829 (Tel)

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply email and delete the message.

**REDACTED FOR PUBLIC INSPECTION**

--- On Mon, 6/20/11, Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)> wrote:

From: Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)>  
Subject: Entertainment Media Trust  
To: [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
Cc: "Sharon Webber" <[Sharon.Webber@fcc.gov](mailto:Sharon.Webber@fcc.gov)>  
Date: Monday, June 20, 2011, 10:19 AM

Mr. Lepore,

We received your response on behalf of Entertainment Media Trust to NAL 20113256003. In support of your request for reduction based on inability to pay, you submitted tax returns for Insane Broadcasting Company. However, there is no mention of Insane Broadcasting Company in EMT's ownership reports. Would you please explain more fully the relationship between Insane Broadcasting Company and EMT? Do you have any documentation of the relationship?

Thanks,

Diane Law-Hsu  
Regional Counsel, South Central Region  
Enforcement Bureau

**REDACTED FOR PUBLIC INSPECTION**

## **Attachment L**

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES

ANTHONY T. LEPORE, ESQ., P.A.

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

email: anthony @ radiotvlaw.net

DC Office: 4101 Albemarle St. NW, Suite 324

Washington, DC 20016

Member FL & MA Bar

REPLY TO: WASHINGTON

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 681-2201

July 8<sup>th</sup>, 2011

Diane Law-Hsu, Esq.  
FCC Enforcement Bureau – South Central Region  
520 N.E. Colbern Rd., 2nd Floor  
Lees Summit, Missouri, 64086

RE: Entertainment Media Trust – KZQZ/KQQZ  
File No: EB-10-KC-0020  
NAL/Account No: 201132560003


Dear Ms. Law-Hsu:

Please find enclosed as you requested the personal tax returns of Stephen Romanik, the sole beneficiary of Entertainment Media Trust, in connection with the above matter, as furnished to me by his CPA. Please note that the radio station income or loss is reflected in part on line 17 of these returns as Mr. Romanik has (i) regular wages as a police officer reflected on line 7 of each return, and (ii) other business income from an unrelated business as shown on the Schedule E forms attached to the return. Please feel free to share these documents with Sharon Webber in the NorthEast Region (Chicago) office in connection with NAL #201132320003 for WQQX/WQQW. The better indicator of the licensee's financial ability I believe is reflected in the corporate tax returns for Insane Broadcasting previously provided.

I have, as previously discussed, redacted Mr. Romanik's social security number from the documents in the interests of identity protection particularly since he is a police officer.

Please let me know if you have any questions regarding the enclosed.

Sincerely,



Anthony T. Lepore, Esq.

ATL:ms  
Enclosures



**REDACTED FOR PUBLIC INSPECTION**

**Redacted for Public Inspection**

**Attachment M**

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Entertainment Media Trust, Dennis J. Watkins,	)	File No.: EB-10-KC-0020
Trustee	)	NAL/Acct. No.: 201132560003
Licensee of Station KZQZ	)	FRN: 0014655476
St. Louis, MO	)	Facility ID Nos.: 72391, 5281
	)	
Licensee of Station KQQZ	)	
DeSoto, MO	)	
	)	
	)	

**FORFEITURE ORDER**

**Adopted:** March 7, 2013

**Released:** March 7, 2013

By the Regional Director, South Central Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Forfeiture Order (Order), we issue a monetary forfeiture in the amount of eight thousand five hundred dollars (\$8,500) to Entertainment Media Trust, Dennis J. Watkins, Trustee (Entertainment Media Trust or the Licensee), licensee of AM Station KZQZ, in St. Louis, Missouri and AM Station KQQZ, in DeSoto, Missouri for willful violation of Sections 73.1350 and 73.3526 of the Commission's rules (Rules) and willful and repeated violation of Section 73.1590 of the Rules.<sup>1</sup> The noted violations involved Entertainment Media Trust's failure to (1) operate Station KZQZ in accordance with the terms of its station authorization, (2) make available complete public inspection files for Stations KZQZ and KQQZ, and (3) conduct required annual equipment performance measurements for Station KZQZ.

**II. BACKGROUND**

2. On May 19, 2011, the Enforcement Bureau's Kansas City Office (Kansas City Office) issued a Notice of Apparent Liability for Forfeiture (NAL)<sup>2</sup> to Entertainment Media Trust for its operation of Station KZQZ with an incorrect directional pattern, its failure to conduct required equipment performance measurements for Station KZQZ in 2008 and 2009, and its failure to maintain and make available complete public inspection files for Stations KZQZ and KQQZ. As described in detail in the NAL,<sup>3</sup> an agent from the Kansas City Office conducted inspections of Stations KZQZ and KQQZ on April 21, 2010. In view of the record evidence, including the fact that agents from the Enforcement Bureau found public inspection file

<sup>1</sup> 47 C.F.R. §§ 73.1350, 73.1590, 73.3526.

<sup>2</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability for Forfeiture, 26 FCC Rcd 6877 (Enf. Bur. 2011).

<sup>3</sup> A comprehensive recitation of the facts and history of this case can be found in the NAL and is incorporated herein by reference.

violations in two other stations owned by the Licensee on the same day as the inspection here, the *NAL* proposed a forfeiture of \$25,000 against Entertainment Media Trust for violations of Sections 73.1350, 73.1590 and 73.3526 of the Rules. Entertainment Media Trust submitted a response to the *NAL* requesting reduction of the proposed forfeiture, because it asserts it (1) operated outside of station parameters due to an equipment malfunction, (2) maintained complete public inspection files and temporarily misplaced them during the inspection, (3) has a history of compliance with the Rules, and (4) is unable to pay the forfeiture.<sup>4</sup>

### **III. DISCUSSION**

3. The proposed forfeiture amount in this case was assessed in accordance with Section 503(b) of the Communications Act of 1934, as amended (Act),<sup>5</sup> Section 1.80 of the Rules,<sup>6</sup> and the *Forfeiture Policy Statement*.<sup>7</sup> In examining Entertainment Media Trust's response, Section 503(b)(2)(E) of the Act requires that the Commission take into account the nature, circumstances, extent, and gravity of the violation and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and other such matters as justice may require.<sup>8</sup> As discussed below, we have considered Entertainment Media Trust's response in light of these statutory factors and reduce the forfeiture to \$8,500 based on its documented inability to pay.

#### **A. Failure to Operate Station with Correct Directional Pattern**

4. We affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.1350 of the Rules. Section 73.1350 of the Rules states that "[e]ach licensee is responsible for maintaining and operating its broadcast station in a manner which complies with the technical rules set forth elsewhere in this part and in accordance with the terms of the station authorization."<sup>9</sup> As reflected in the *NAL*, on April 20, 2010, an agent from the Kansas City Office observed Station KZQZ operate with a daytime directional pattern at night. Although Entertainment Media Trust does not dispute the agent's observations, it requests reduction of the proposed forfeiture because it asserts its violation was attributable to equipment failure.<sup>10</sup> The Licensee states that its supervising engineer was out of town on April 20, 2010 when the "equipment responsible for automatically switching the signal went offline and could not be timely restored."<sup>11</sup> Entertainment Media Trust continues that the transmitter was switched manually from April 21, 2010 until the supervisory engineer was able to restore the failed equipment.<sup>12</sup> It also states that it has since "established procedures to monitor the automatic switching to verify it occurs as required."<sup>13</sup>

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<sup>4</sup> Letter from Anthony T. Lepore, Esq., Counsel for Entertainment Media Trust, to the Kansas City Office (June 13, 2011) (*NAL Response*) (on file in EB-10-KC-0020).

<sup>5</sup> 47 U.S.C. § 503(b).

<sup>6</sup> 47 C.F.R. § 1.80.

<sup>7</sup> *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recons. denied*, 15 FCC Rcd 303 (1999) (*Forfeiture Policy Statement*).

<sup>8</sup> 47 U.S.C. § 503(b)(2)(E).

<sup>9</sup> 47 C.F.R. § 73.1350.

<sup>10</sup> *NAL Response* at 2.

<sup>11</sup> *Id.*

<sup>12</sup> See Declaration of Michael Petz, Station Engineer for Station KZQZ, attached to *NAL Response*.

<sup>13</sup> *Id.*

5. Entertainment Media Trust does not dispute that, prior to April 21, 2010, it had (1) no station personnel monitoring the station's transmitter, (2) no remote control equipment installed, (3) no automated monitoring equipment to determine if the station was operating outside authorized parameters for the pertinent time of day, and (4) no established monitoring procedures or schedules for the station to ensure compliance with the Rules and the station authorization. Therefore, although its equipment may have malfunctioned,<sup>14</sup> Entertainment Media Trust's lack of monitoring and maintenance of its equipment resulted in its failure to detect the equipment malfunction and the improper directional pattern. These omissions rendered Entertainment Media Trust's violation willful. Accordingly, we find that Entertainment Media Trust willfully violated Section 73.1350 of the Rules by operating with an incorrect directional pattern and find no grounds to reduce the proposed forfeiture.

**B. Failure to Conduct Required Equipment Performance Measurements**

6. Similarly, we affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.1590 of the Rules. That provision states, in relevant part, that "the licensee of each AM... station... must make equipment performance measurements for each main transmitter ... annually, ... with not more than 14 months between measurements..."<sup>15</sup> and requires such measurements be kept on file for two years and made available upon request.<sup>16</sup> As set forth in the *NAL*, Entertainment Media Trust could not produce the equipment performance measurements for 2008 and 2009 on April 20, 2010 and later admitted that it failed to conduct the tests in those years. In response to the *NAL*, Entertainment Media Trust states only that it "has established procedures for making required measurements relative to spurious and harmonic emissions required by § 73.1590(d)."<sup>17</sup> Corrective action taken to come into compliance with the Rules is expected, however, and does not nullify or mitigate any prior forfeitures or violations.<sup>18</sup> Thus, we find that Entertainment Media Trust willfully and repeatedly violated Section 73.1590 of the Rules by failing to conduct required equipment performance measurements for Station KZQZ in 2008 and 2009 and find no grounds to reduce the proposed forfeiture.

**C. Failure to Make Available a Complete Public Inspection File**

7. We also affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.3526 of the Rules. Section 73.3526 of the Rules states that "[e]very permittee or licensee of an AM, FM, TV or a Class A station in the commercial broadcast services shall maintain a public inspection file containing the material" set forth in that section.<sup>19</sup> As described in the *NAL*, an agent from the Kansas City Office requested to inspect the public inspection files for Station KQQZ and Station KZQZ on April 20, 2010 and found that its public inspection files were missing issues/programs lists for two quarters (Station KQQZ) and eight quarters (Station KZQZ), respectively, as well as comments received by Station KZQZ from the public via the station's webpage. Entertainment Media Trust does not deny these facts, but asserts that the "deficiencies in the KZQZ and KQQZ public files arose from the ... attendant consolidation of business operations of all four stations [KZQZ, KQQZ, WQQZ and KQQZ] into one location [in Belleville, Illinois] resulting in the temporary mislocation of certain portions of public

<sup>14</sup> We note that the complaint that triggered this investigation alleged that Station KQQZ had been operating 24 hours a day with full daytime power for weeks, so there is some evidence that the violation was more than an isolated occurrence.

<sup>15</sup> 47 C.F.R. § 73.1590(a)(6).

<sup>16</sup> 47 C.F.R. § 73.1590(d).

<sup>17</sup> See Declaration of Michael Petz, Station Engineer for Station KZQZ, attached to *NAL Response*.

<sup>18</sup> See *International Broadcasting Corporation*, Order on Review, 25 FCC Rcd 1538 (2010); *Seawest Yacht Brokers*, Forfeiture Order, 9 FCC Rcd 6099 (1994).

<sup>19</sup> 47 C.F.R. § 73.3526(a)(2).

files.... Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on [April 21, 2010] were unable to locate the relevant documents.”<sup>20</sup>

8. During the inspection of the Belleville main studio on April 21, 2010, station management mentioned the consolidation and that some public inspection file documents might be in a back room. The agent from the Kansas City Office gave station staff ample time to look through the boxes in the back room, but they were unable to locate the missing documents or any evidence that the documents had been maintained. Thus, even if Entertainment Media Trust did misplace the missing contents of its public inspection files during the consolidation, the Licensee’s actions would still constitute a violation of Section 73.3526 of the Rules. That section requires that the file be made available for public inspection upon request at the station’s main studio, which at the time of the inspection was the Belleville location.<sup>21</sup> Therefore, we find that Entertainment Media Trust willfully violated Section 73.3526 of the Rules by failing to make available complete public inspection files.

#### **D. Inability to Pay**

9. Entertainment Media Trust requests reduction of the proposed forfeiture based on its inability to pay.<sup>22</sup> With regard to an individual’s or entity’s inability to pay, the Commission has determined that, in general, gross revenues are the best indicator of an ability to pay a forfeiture.<sup>23</sup> Having reviewed Entertainment Media Trust’s submitted documentation, we conclude that the forfeiture should be reduced further to \$8,500, an amount within the range determined by the Bureau to not be excessive.

#### **IV. ORDERING CLAUSES**

10. Accordingly, **IT IS ORDERED** that, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Sections 0.111, 0.204, 0.311, 0.314, and 1.80(f)(4) of the Commission’s rules, Entertainment Media Trust, Dennis J. Watkins, Trustee **IS LIABLE FOR A MONETARY FORFEITURE** in the amount of eight thousand five hundred dollars (\$8,500) for violations of Sections 73.1350, 73.1590, and 73.3526 of the Commission’s rules.<sup>24</sup>

11. Payment of the forfeiture shall be made in the manner provided for in Section 1.80 of the Rules within thirty (30) calendar days after the release date of this Forfeiture Order.<sup>25</sup> If the forfeiture is not paid within the period specified, the case may be referred to the U.S. Department of Justice for

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<sup>20</sup> *NAL Response* at 1.

<sup>21</sup> *See Spirit Broadcasting, Inc.*, Forfeiture Order, 26 FCC Rcd 15276 (Enf. Bur. 2011) *aff’g* Notice of Apparent Liability for Forfeiture and Order, 26 FCC Rcd 10212 (Enf. Bur. 2011).

<sup>22</sup> *NAL Response* at 2. Entertainment Media Trust also argues for a reduced forfeiture because of its history of compliance and good-faith efforts to comply with the Commission’s public inspection file rules. Because we are already reducing the forfeiture based on the Licensee’s inability to pay well beyond any reduction Entertainment Media Trust would receive for the other arguments, we need not address these other claims.

<sup>23</sup> *See PJB Communications of Virginia, Inc.*, Forfeiture Order, 7 FCC Rcd 2088, 2089 (1992) (forfeiture not deemed excessive where it represented approximately 2.02 percent of the violator’s gross revenues); *Local Long Distance, Inc.*, Forfeiture Order, 16 FCC Rcd 24385 (2000) (forfeiture not deemed excessive where it represented approximately 7.9 percent of the violator’s gross revenues); *Hoosier Broadcasting Corporation*, Forfeiture Order, 15 FCC Rcd 8640 (2002) (forfeiture not deemed excessive where it represented approximately 7.6 percent of the violator’s gross revenues).

<sup>24</sup> 47 U.S.C. § 503(b); 47 C.F.R. §§ 0.111, 0.204, 0.311, 0.314, 1.80(f)(4), 73.1350, 73.1590, 73.3526.

<sup>25</sup> 47 C.F.R. § 1.80.

enforcement of the forfeiture pursuant to Section 504(a) of the Act.<sup>26</sup> Entertainment Media Trust, Dennis J. Watkins, Trustee shall send electronic notification of payment to SCR-Response@fcc.gov on the date said payment is made.

12. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>27</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

13. Any request for full payment under an installment plan should be sent to: Chief Financial Officer—Financial Operations, Federal Communications Commission, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>28</sup> If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

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<sup>26</sup> 47 U.S.C. § 504(a).

<sup>27</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>28</sup> See 47 C.F.R. § 1.1914.

14. **IT IS FURTHER ORDERED** that a copy of this Order shall be sent by both First Class and Certified Mail, Return Receipt Requested, to Entertainment Media Trust, Dennis J. Watkins, Trustee at 6500 West Main Street, Suite 315, Belleville, IL 62223 and to its counsel, Anthony T. Lepore, Esq., PO Box 823662, South Florida, FL 33082-3662.

FEDERAL COMMUNICATIONS COMMISSION

Dennis P. Carlton  
Regional Director, South Central Region  
Enforcement Bureau



**REDACTED FOR PUBLIC INSPECTION**

**Attachment N**

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Entertainment Media Trust, Dennis J. Watkins,	)	File No.: EB-10-CG-0080; EB-FIELDNER-
Trustee	)	12-00004411
Licensee of Station WQQX	)	NAL/Acct. No. 201132320003
East St. Louis, Illinois	)	FRN: 0014655476
	)	Facility ID Nos.: 72815, 90598
Licensee of Station WQQW	)	
Highland, Illinois	)	

**FORFEITURE ORDER**

**Adopted:** March 24, 2014

**Released:** March 24, 2014

By the Regional Director, Northeast Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Forfeiture Order (Order), we issue a monetary forfeiture in the amount of eight thousand five hundred dollars (\$8,500) to Entertainment Media Trust, Dennis J. Watkins, Trustee (Entertainment Media Trust or the Licensee), licensee of AM Stations WQQX, East St. Louis, Illinois and WQQW, Highland, Illinois, for willfully violating Section 73.3526 of the Commission's rules (Rules).<sup>1</sup> The noted violations involved Entertainment Media Trust's failure to make available complete public inspection files for Stations WQQX and WQQW.

**II. BACKGROUND**

2. On May 19, 2011, the Enforcement Bureau's Chicago Office issued a Notice of Apparent Liability for Forfeiture (NAL)<sup>2</sup> to Entertainment Media Trust for its failure to maintain and make available complete public inspection files for Stations WQQX and WQQW. As described in detail in the NAL,<sup>3</sup> an agent from the Chicago Office conducted an inspection of co-located Stations WQQX and WQQW on April 21, 2010. In view of the record evidence, including the fact that agents from the Enforcement Bureau found public inspection file violations at two other stations owned by the Licensee on the same day as the inspection here, the NAL proposed a forfeiture of \$24,000 against Entertainment Media Trust for violations of Section 73.3526 of the Rules. Entertainment Media Trust submitted a response to the NAL requesting reduction of the proposed forfeiture, because it asserts it (1) maintained complete public inspection files and temporarily misplaced them during the inspection, (2) has a history of compliance with the Rules, and (3) is unable to pay the forfeiture.<sup>4</sup>

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<sup>1</sup> 47 C.F.R. § 73.3526(e)(12).

<sup>2</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability for Forfeiture, 26 FCC Rcd 6886 (Enf. Bur. 2011)(NAL).

<sup>3</sup> A comprehensive recitation of the facts and history of this case can be found in the NAL and is incorporated herein by reference.

<sup>4</sup> Letter from Anthony T. Lepore, Esq., Counsel for Entertainment Media Trust, to the Chicago Office (June 13, 2011)(on file in EB-10- CG-0080)(NAL Response).

### **III. DISCUSSION**

3. The proposed forfeiture amount in this case was assessed in accordance with Section 503(b) of the Communications Act of 1934, as amended (Act),<sup>5</sup> Section 1.80 of the Rules,<sup>6</sup> and the *Forfeiture Policy Statement*.<sup>7</sup> In examining Entertainment Media Trust's response, Section 503(b)(2)(E) of the Act requires that the Commission take into account the nature, circumstances, extent, and gravity of the violation and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and other such matters as justice may require.<sup>8</sup> As discussed below, we have considered Entertainment Media Trust's response in light of these statutory factors and reduce the forfeiture to \$8,500 based on its documented inability to pay.

4. We affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.3526 of the Rules. Section 73.3526 of the Rules states that "[e]very permittee or licensee of an AM, FM, TV or a Class A station in the commercial broadcast services shall maintain a public inspection file containing the material" set forth in that section.<sup>9</sup> As described in the *NAL*, an agent from the Chicago Office requested to inspect the public inspection files for Station WQQX and Station WQQW on April 21, 2010 and found that neither station had a public inspection file. Entertainment Media Trust does not deny these facts, but asserts that the "deficiencies in the WQQX and WQQW public files arose from the ... attendant consolidation of business operations of all four stations [KZQZ, KQQZ, WQQX and WQQW] into one location [in Belleville, Illinois] resulting in the temporary mislocation of certain portions of public files. ... Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on [April 21, 2010] were unable to locate the relevant documents."<sup>10</sup>

5. During the inspection of the Belleville main studio on April 21, 2010, station management mentioned the consolidation and that some public inspection file documents might be in a back room. The agent from the Chicago Office gave station staff ample time to look through the boxes in the back room, but they were unable to locate the missing public files or any evidence that the public files had been maintained. Thus, even if Entertainment Media Trust did misplace the missing contents of its public inspection files during the consolidation, the Licensee's actions would still constitute a violation of Section 73.3526 of the Rules. That section requires that the file be made available for public inspection upon request at the station's main studio, which at the time of the inspection was the Belleville location.<sup>11</sup> Therefore, we find that Entertainment Media Trust willfully violated Section 73.3526 of the Rules by failing to make available complete public inspection files.

### **IV. Inability to Pay**

6. Entertainment Media Trust requests reduction of the proposed forfeiture based on its inability to pay.<sup>12</sup> With regard to an individual's or entity's inability to pay, the Commission has

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<sup>5</sup> 47 U.S.C. § 503(b).

<sup>6</sup> 47 C.F.R. § 1.80.

<sup>7</sup> *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recons. denied*, 15 FCC Rcd 303 (1999) (*Forfeiture Policy Statement*).

<sup>8</sup> 47 U.S.C. § 503(b)(2)(E).

<sup>9</sup> 47 C.F.R. § 73.3526(a)(2).

<sup>10</sup> *NAL Response* at 1.

<sup>11</sup> *See Spirit Broadcasting, Inc.*, Forfeiture Order, 26 FCC Rcd 15276 (Enf. Bur. 2011) *aff'g* Notice of Apparent Liability for Forfeiture and Order, 26 FCC Rcd 10212 (Enf. Bur. 2011).

<sup>12</sup> *NAL Response* at 2. Entertainment Media Trust also argues for a reduced forfeiture because of its history of

determined that, in general, gross revenues are the best indicator of an ability to pay a forfeiture.<sup>13</sup> Having reviewed Entertainment Media Trust's submitted documentation, we conclude that the forfeiture should be reduced further to \$8,500, an amount within the range determined by the Bureau to not be excessive.

## **V. ORDERING CLAUSES**

7. Accordingly, **IT IS ORDERED** that, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Sections 0.111, 0.204, 0.311, 0.314, and 1.80(f)(4) of the Commission's rules, Entertainment Media Trust, Dennis J. Watkins, Trustee **IS LIABLE FOR A MONETARY FORFEITURE** in the amount of eight thousand five hundred dollars (\$8,500) for violations of Section 73.3526 of the Commission's rules.<sup>14</sup>

8. Payment of the forfeiture shall be made in the manner provided for in Section 1.80 of the Rules within thirty (30) calendar days after the release date of this Forfeiture Order.<sup>15</sup> If the forfeiture is not paid within the period specified, the case may be referred to the U.S. Department of Justice for enforcement of the forfeiture pursuant to Section 504(a) of the Act.<sup>16</sup> Entertainment Media Trust, Dennis J. Watkins, Trustee shall send electronic notification of payment to [NER-Response@fcc.gov](mailto:NER-Response@fcc.gov) on the date said payment is made.

9. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>17</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank

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compliance and good-faith efforts to comply with the Commission's public inspection file rules. Because we are already reducing the forfeiture based on the Licensee's inability to pay well beyond any reduction Entertainment Media Trust would otherwise receive, we need not address these other claims.

<sup>13</sup> See *PJB Communications of Virginia, Inc.*, Forfeiture Order, 7 FCC Rcd 2088, 2089 (1992) (forfeiture not deemed excessive where it represented approximately 2.02 percent of the violator's gross revenues); *Local Long Distance, Inc.*, Forfeiture Order, 16 FCC Rcd 24385 (2000) (forfeiture not deemed excessive where it represented approximately 7.9 percent of the violator's gross revenues); *Hoosier Broadcasting Corporation*, Forfeiture Order, 15 FCC Rcd 8640 (2002) (forfeiture not deemed excessive where it represented approximately 7.6 percent of the violator's gross revenues).

<sup>14</sup> 47 U.S.C. § 503(b); 47 C.F.R. §§ 0.111, 0.204, 0.311, 0.314, 1.80(f)(4), 73.3526.

<sup>15</sup> 47 C.F.R. § 1.80.

<sup>16</sup> 47 U.S.C. § 504(a).

<sup>17</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

at (314) 418-4232 on the same business day the wire transfer is initiated.

- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

10. Any request for full payment under an installment plan should be sent to: Chief Financial Officer—Financial Operations, Federal Communications Commission, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>18</sup> If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

11. **IT IS FURTHER ORDERED** that a copy of this Order shall be sent by both First Class and Certified Mail, Return Receipt Requested, to Entertainment Media Trust, Dennis J. Watkins, Trustee at 6500 West Main Street, Suite 315, Belleville, IL 62223 and to its counsel, Anthony T. Lepore, Esq., P.O. Box 823662, South Florida, FL 33082-3662.

FEDERAL COMMUNICATIONS COMMISSION

G. Michael Moffitt  
Regional Director  
Northeast Region  
Enforcement Bureau

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<sup>18</sup> See 47 C.F.R. § 1.1914.